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THE GARFIELD HEIGHTS CITY SCHOOLS BOARD OF EDUCATION

AND

GARFIELD HEIGHTS TEACHERS' ASSOCIATION

An affiliate of the National Education Association;

the Ohio Education Association;

the Northeast Ohio Education Association

NEGOTIATED AGREEMENT

July 1, 2025 through June 30, 2027

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PREAMBLE

The Board of Education of the Garfield Heights City Schools and the Garfield Heights Teachers Association recognize that the development and operation of educational programs of the highest quality for the benefit of the students and their community is a joint responsibility. The effective discharge of that responsibility requires cooperation between the board, superintendent, administrative staff, and the teaching staff. To achieve mutual goals, relationships between these groups must be established and maintained on the basis of their common interest and the concept of education as a public trust and as a professional calling.

The Board of Education, the superintendent, the administrative staff, and the teaching staff can best attain their common objectives and discharge their respective responsibilities if each utilizes the ability, experiences, and judgment of the other in resolving matters of mutual concern which affect the quality of the educational program.

It is the purpose of this Agreement to establish such relationships between the Board of Education, hereinafter referred to as the Board, and the Garfield Heights Teachers Association, hereinafter referred to as the Association, and to set forth an orderly procedure for the consideration and resolution of matters of mutual concern. The content of the Agreement is to be the understanding heretofore reached between the Association, an affiliate of the National Education Association, the Ohio Education Association, and the North East Ohio Education Association and the Board.

ARTICLE I – RECOGNITION

1.1 RECOGNITION

1.11 The Association shall represent all certified teachers of the Garfield Heights City Schools. The Board recognizes that the Association is solely responsible for association activities.

1.12 The Association is recognized as the sole and exclusive representative for the bargaining unit as set forth below for all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

1.13 As used in this Agreement, the term "teacher" and the bargaining unit covered by this Agreement are defined as: all classroom teachers, librarians, guidance counselors, speech and hearing therapists, psychologists, department chairpersons, and any and all others holding certificates/licenses from the Ohio Department of Education and Workforce. The superintendent, assistant superintendent(s), principals, other administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The Board recognizes that Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 O.R.C.

1.14 The rights of the Association as set forth in this Agreement are continuous unless challenged pursuant to O.R.C. 4117 and the Rules and Regulations of the State Employment Relations Board (SERB).

1.2 RECOGNITION OF BOARD

1.21 The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Garfield Heights City Schools and as the employer of teachers of the school system.

1.22 Should the Board be presented with an O.R.C. §3302.061 innovation school plan from one (1) of its schools, the Union President will be notified and given a copy of the plan at least sixty (60) days prior to the building staff vote. O.R.C. §3302.064 will only be recognized if it is in effect and enforceable.

ARTICLE II - NEGOTIATIONS PROCEDURES

2.1 NEGOTIATING PROCEDURES

2.11 Directing requests

2.111 Either the Board or the Association may initiate negotiations by serving written notice to the Superintendent, on behalf of the Board, or the Association President, on behalf of the Association, not more than one hundred and twenty (120) days nor less than sixty (60) days prior to the expiration of this Agreement unless the Agreement already is on file with SERB. The party initiating negotiations will notify the SERB with a copy of the existing Agreement, copying the other party with such communication.

2.12 Negotiation Meetings

2.121 The first negotiations session will be held within fifteen (15) days of the date on which the notice to negotiate was filed by either party and the parties will submit in writing their proposals at this first negotiations session; and thereafter, additional items shall not be submitted by either party unless the other party consents thereto. The timeframe for the first negotiation session will be extended upon mutual agreement of both parties to a mutually chosen date.

2.122 Proposals shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation, which if agreed to by the other party, shall express the whole agreement between the parties with respect thereto. Topical listing of items for negotiation shall constitute a clear failure of compliance with this requirement and may be disregarded. Dates mentioned in any of the articles of this Agreement may be extended by mutual consent. Both parties may agree to a collaborative style of negotiation.

2.123 Further meetings shall be held at the request of either party involved. Meetings shall be scheduled with the least interruption of school schedules. Meetings shall be in executive session unless otherwise mutually agreed upon by both parties.

2.124 Other rules for conducting negotiations procedures which are deemed necessary and not covered by this Agreement shall be discussed and agreed upon at this first session.

2.13 Negotiation Time Limits

2.131 Items under negotiation must be resolved to the mutual satisfaction of both parties within forty-five (45) calendar days prior to the expiration of this Agreement.

2.14 Definitions

2.141 "Negotiable Items" are all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing collective bargaining agreement.

2.142 "Good Faith" involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived stands. Good Faith requires that the Board and/or the Administration and the Association be willing to react to each other's proposals. If a proposal is unacceptable to one (1) party, that party is obligated to give its reasons or offer counter-proposals. Good Faith requires parties to recognize negotiations as a shared process. The obligation of the Board and/or the Administration and the Association to meet for the purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

2.15 Representation

2.151 The Board or its designated representatives shall meet with the Association or its designated representatives to negotiate in good faith. Each team shall limit its representation to five (5) members unless otherwise agreed upon at the first meeting. The Union may also have an OEA representative on its negotiation team, in addition to the five (5) members of its team. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be granted or will obtain all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Upon mutual agreement of the Union and Board negotiation teams, each team may identify one (1) observer for its side, at a time, who may attend negotiation sessions. An observer means a person who observes the negotiation process, but does not participate in negotiation table discussions.

2.16 Assistance

2.161 Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings.

2.17 Information

2.171 The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the District and such other available information as will assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with this provision, and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

2.2 WHILE NEGOTIATIONS ARE IN PROGRESS

2.21 Caucuses

2.211 The chairperson of either group may caucus his/her group for independent discussion at any time. Caucuses shall be for a period of time mutually agreed upon at the time caucus is requested.

2.22 Protocol

2.221 No action to coerce, censure, or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiation process.

2.23 Item Agreement

2.231 As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by a representative of each party. No item so initialed shall be binding until all items are initialed.

2.24 Schedule of Meetings

2.241 An initial calendar of five (5) meetings shall be established at the first meeting. Provided the parties have not reached a final tentative agreement, from the fifth meeting forward, each meeting shall include a decision on an agreed time and place for the subsequent meeting.

2.3 AGREEMENT

2.31 When final agreement is reached through negotiation, the outcome shall be reduced to writing, signed, and submitted to the Association for ratification. Following ratification by the Association, the agreement shall be submitted to the Board for adoption. Upon official adoption by the Board, the agreement shall be signed by both parties. No provisions of the resulting Agreement shall discriminate against any teacher regardless of membership or non-membership in the Association. The negotiating teams for the Association and Board will present any final tentative agreement in good faith to their respective constituents.

2.4 MEDIATION

2.41 At any time during the bargaining process either side may request, with or without a declaration of impasse, the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching agreement. If the Service cannot furnish a mediator, the parties shall select a mediator; but if the parties cannot agree upon a mediator within five (5) days of refusal of Federal Mediation to mediate, the mediator shall be selected through the American Arbitration Association pursuant to its rules. The mediator shall have no power to impose a settlement on either party, or to in any way bind either party to agreement on any issue. The cost of a mediator, if any, shall be shared equally by the Board and the Association.

2.42 It is agreed that the foregoing procedure shall represent the parties' alternate procedure for negotiations and impasse as authorized under O.R.C. Section 4117.14 and that the parties shall, at the outset of negotiations, and in any case not less than fifty (50) days prior to the expiration of this Agreement, notify SERB of this alternate procedure and their intention that it controls in lieu of the procedure under O.R.C. Section 4117.14 and shall supply SERB with a copy of this Agreement at that time, unless a copy has been supplied pursuant to this Negotiated Agreement

2.5 WORK STOPPAGE

2.51 In the event no agreement has been reached and approved prior to the expiration of the current contract, the Association will be free to engage in a work stoppage, unless the Board and the Association have mutually agreed in writing to an extension. The Association, in the event it determines to engage in work stoppage, shall be obliged to provide the Board with at least ten (10) full days prior written notice of its intention, which notice must state the specific date and hour upon which the work stoppage will commence. In the event of a work stoppage, the Board will have all such rights and remedies as are afforded by the laws of the State of Ohio.

2.6 IN-TERM BARGAINING

2.61 Neither party shall have the duty to bargain on any matter during the term of this Agreement unless such duty is specifically set forth herein or required by law. If during the term of this Agreement, the parties mutually agree to reopen any provision of this Agreement, or if in-term bargaining is required under Ohio Revised Code Section 4117.08 or by reason of a determination resulting from expedited arbitration as provided herein, the parties shall meet and bargain in good faith at a mutually convenient time commencing within ten (10) workdays of a request by either party or within ten (10) days of a determination resulting from expedited arbitration as provided herein.

Mediation with the assistance of Federal Mediation and Conciliation Service or American Arbitration Association of unresolved permissive issues shall be undertaken by the parties at the request of either party, however the Board need not retain the status quo during this process. Bargaining of permissive issues under this provision shall not thereby constitute such issue to be a mandatory subject of bargaining. Should the expedited arbitration process determine that the issue constitutes a mandatory subject of bargaining, or should

the parties stipulate that the issue constitutes a mandatory subject of bargaining, and if agreement is not reached within forty-five (45) days of the commencement of negotiations and including a period of thirty (30) days of assistance by Federal Mediation and Conciliation Service or American Arbitration Association, if the Board determines to change the status quo either during or at the close of that process, then the Garfield Heights Teachers Association has the option to declare the expiration of the entire agreement and to take such steps as are available to the Garfield Heights Teachers Association under Ohio Revised Code Section 4117.14 (D)(2).

Should a dispute arise over whether bargaining is required or mandatory under law, such dispute shall be submitted to final and binding expedited arbitration under applicable rules of the American Arbitration Association. The parties shall expedite such proceeding for hearing at the earliest feasible time. Notwithstanding the foregoing, a party may seek court intervention to prevent delay based upon sufficient proof that the issue is a mandatory subject of bargaining and that neither expedited arbitration nor any other available remedy will be adequate. The losing party shall pay the costs of the arbitrator or court costs.

ARTICLE III - RIGHTS AND RESPONSIBILITIES

3.1 ASSOCIATION RIGHTS

3.11 Whenever this section pertaining to Association and teacher rights calls for approval of the superintendent or principal, it is agreed that such required approval shall not be unreasonably denied.

3.2 TRANSACTION OF BUSINESS

3.21 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official business on school property at all reasonable times and after checking in with the principal and stating the reason for the visit and obtaining the approval of the principal. However, disturbing of a teacher who is in the process of conducting a class shall be prohibited.

3.22 The president of the Association, shall have an on-call period each day during which he/she can conduct business of the Association. The president shall be permitted to use this time to travel to other buildings or anywhere else necessary to conduct Association business.

The vice president of the Association shall be provided release time as needed to attend grievance or labor management meetings or professional behavior conferences, as approved by the Assistant Superintendent.

3.23 The Administration will allow the Association, an opportunity to meet with new teachers during the orientation program prior to the start of school.

3.24 The Association shall have the privilege of sending official delegates to the OEA, NEA, and NEOEA conventions and/or workshops. All costs should be assumed by the Association. Released time for the purpose of attending conventions and/or workshops held

on school days shall be granted solely to official delegates of the Association, OEA, NEA, or NEOEA, and shall not exceed twelve (12) school days in the aggregate. The cost of substitute teachers for the first six (6) days for these delegates will be assumed by the Board. The cost of substitute teachers for the remaining six (6) days will be assumed by the GHTA.

3.25 The third Wednesday of each month shall be recognized as Association meeting night, and all teachers, except those who have duties at such time, shall be free to attend these meetings after the end of the scheduled teacher workday. The Board and Administration shall make every effort to refrain from scheduling any other school meetings on that day.

3.26 The building representatives may call, with the approval of the principal for room usage, meeting of Association members within the building but not on school time or in conflict with other scheduled meetings.

3.3 USE OF SCHOOL BUILDINGS

3.31 The Association and its representatives shall be permitted, with the approval of the principal for room usage, to use school buildings at times when those buildings are open, provided that when custodial service is required, the Board will recover its costs from the Association. No charge shall be made for use of school rooms when a school building is open during a school day.

3.4 BULLETIN BOARD SPACE

3.41 The Association shall be permitted, with the approval of the building principal, to post notices of its activities and matters of Association concern on a bulletin board, at least one (1) of which shall be provided in each school building.

3.5 INTERNAL COMMUNICATIONS

3.51 Use of Inter-School Mail - The Association shall be permitted to use the district's regular inter-school mail service (teacher mailboxes) for communications to teachers, on condition that a copy of such communication is delivered to the principal before use is made of the mailboxes.

3.52 Board E-Mail System - The Association acknowledges communications on Board e-mail are not confidential and may constitute a public record.

3.6 BOARD AGENDA

3.61 The president of the Association or his/her designee shall be furnished an agenda and all exhibits which are or shall become part of the public record, at the end of the school day on the day of any regularly scheduled Board Meeting.

3.7 PRINTING OF AGREEMENT

3.71 This Agreement and any amendments to this Agreement will be posted on the District website.

3.8 PAYROLL DEDUCTIONS

3.81 The Association, for its members, shall have the sole and exclusive privilege of payroll deductions for its dues and those of its affiliates. The teachers shall have direct deposits, payroll deductions for credit union deposits, federal, state and city income tax, tax-sheltered annuity savings, state retirement funds, and other items mutually agreed upon.

Association dues deductions, credit union deposits, and tax-sheltered annuity savings deductions shall be transferred to the proper organization within five (5) calendar days of the date that the deduction is made from the teacher's paycheck.

3.82 In the event a bargaining unit member's employment is voluntarily or involuntarily terminated or the member takes an unpaid leave of absence, the balance of the annual dues not deducted during the year will be deducted from the last pay by the district Treasurer, should sufficient funds be available and provided the member signed a payroll deduction authorization agreeing to said deduction.

3.83 A bargaining unit member who informs the District Treasurer of his/her intention to drop his/her GHTA membership, the District Treasurer shall provide the name(s) of the bargaining unit member(s) within five (5) days of stopping payroll deduction for the bargaining unit member(s) to the GHTA Treasurer.

3.9 PERSONNEL FILE

3.91 A personnel file of all teachers shall be maintained in the office of the Board. This shall be considered the official file of recorded information of teachers maintained by the Board and Administration.

a. All material to be placed in an employee's personnel file that may be construed as critical of an employee shall be read and signed by the employee. Such signature merely acknowledges the employee has read the material to be filed and does not necessarily indicate agreement with its content. If an employee refuses to sign, the Administrator and an Association representative will note that on the document before it is filed. The employee shall have the right to rebut any material filed and such rebuttal shall be attached to the file copy.

b. Anonymous letters or materials shall not be placed in an employee's file nor shall they be made a matter of record.

3.92 Teachers shall have access to their personnel file upon request. A representative of a teacher shall be given access to the file of said teacher upon presentation of written authorization from the teacher, including the signature of said teacher. Requests of teachers

to have access to their personnel files shall be handled by the superintendent or his/her designee.

3.93 Members of the administration authorized to use personnel files of teachers shall be limited to the superintendent, directors, and building principal directly related to those teachers and other administrators who are responsible for directing the professional services of teachers.

3.94 Information in the personnel file may be removed upon mutual agreement of the teacher and the superintendent. Any information removed from a personnel file will be handled in accordance with state law.

3.95 Items that may be maintained in the personnel file of teachers shall, among other things, be:

a. Official transcripts of college work.

b. Copy of certification authorized by the State Department of Education.

c. Copies of Evaluation Reports.

d. Record of employment, including assigned duties, regular and supplemental, years of service in the District, and other related information.

e. Copies of contracts of employment with the Board.

3.96 Letters of recommendation and other related information used for initial employment are items not to be retained in personnel files or maintained by the Board or Administration once the teacher has obtained tenure. All references and credentials marked confidential shall remain as stated, unless otherwise required by law.

3.10 PROFESSIONAL BEHAVIOR

3.101 All conferences concerning professional behavior shall be in private. A GHTA Representative of the Association member's choosing shall be present at all such meetings that may lead to disciplinary action, unless the Association member signs a written refusal of Association representation. Any subsequent session shall be held as soon as practicable.

3.102 Fact-Finding

The administration may conduct fact-finding meetings (also known as investigatory interviews) at any time to gather information. The employee shall be notified in advance of an initial fact-finding meeting. Such fact-finding meetings are designed to gather facts to determine whether disciplinary action may be appropriate. OHTA and bargaining unit members understand that disciplinary action ultimately may result from the information gathered at any point during the fact-finding process. The employee shall be provided

GHTA representation at all fact-finding meetings during which the employee will be interviewed. unless they choose to sign a statement to opt out of such representation.

3.103 Disciplinary Meeting

A. When the proposed disciplinary consequence rises to the level of a verbal or written warning, the administration shall provide an employee with a meeting to formally issue the disciplinary action. Written notification of the disciplinary meeting shall include the date and time of the meeting and the underlying issue(s) giving rise to disciplinary action. The meeting notice also shall state that the meeting is disciplinary in nature and that the employee is entitled to GHTA representation at the disciplinary meeting.

B. When the proposed disciplinary consequence rises to the level of an unpaid suspension or termination of employment, the Administration shall provide the employee a Loudermill hearing. The employee shall have the right to waive the hearing.

3.104 Good and Just Cause

The Board and Association agree that discipline of bargaining unit members will be for good and just cause, implementing due process and the principle of progressive discipline as delineated herein.

Disciplinary action shall be commensurate with the teacher's offense and normally shall be progressive in nature. However, the parties recognize that some more serious offenses may be dealt with on a more serious basis, with appropriate disciplinary action, including the possibility of termination for the first offense, considering the offense and its severity.

Allegations which would lead to discipline shall be brought to the attention of GHTA in a timely manner under the circumstances. A bargaining unit member for whom a report is submitted to the Ohio Department of Education and Workforce, and the Association, shall be notified of the report and provided with a copy of such report.

Progressive Discipline:

A. The administration may take disciplinary action against any teacher for good and just cause. In the case of a serious infraction Progressive Discipline can begin at any step.

B. The administration will strive to use the following steps of Progressive Discipline:

- Verbal Warning. (It is expected that most cases will be disposed of by a verbal warning, without further disciplinary action. Written documentation of verbal warnings shall be maintained in the employee's personnel file. The

employee and the Association shall receive a copy of the documented verbal reprimand.)

- Written Warning (Written warning shall be provided to the employee and the Association, and shall be removed from the personnel file after five (5) years, upon written request by the employee, provided no similar incidents have occurred.)

- Suspension without Pay (no more than two (2) days).

- Suspension without Pay (no more than ten (10) days)

- Termination. Only the Superintendent may recommend termination to the Board which may only terminate in accordance with the procedures of ORC 3319.16 and 3319.161.

C. With the exception of termination, which shall proceed pursuant to 3319.16 and 3319.161 as set forth above, discipline may be appealed utilizing the grievance procedure in Article IV, within thirty (30) days of the disciplinary action.

The Board may utilize plans of assistance or require additional training as part of the disciplinary process.

3.11 INDIVIDUAL RIGHTS

3.111 The Board's policy of nondiscrimination extends to teachers and applies to race, color, national origin, ancestry, citizenship status, religion, sex, economic status, age, disability, military status or sexual orientation.

3.112 Teachers have the right to participate in professional and civic organizations for their personal benefit and interest.

3.113 Teachers have the right to exercise their constitutional right of political involvement without fear of reprisal or discipline in any form.

3.114 The Board shall not adopt or enforce policies which will invade the privacy or dignity of the teacher.

3.115 Teachers shall abide by the Board policies, their individual contracts, and the provisions of this negotiated agreement.

3.116 Teachers called to serve on juries will receive full compensation provided written proof of length of duty from the bailiff of court is presented to the superintendent or his/her designee. Time served for jury duty will not be charged to sick leave or personal leave.

3.117 There will be no reprisals taken against any teacher by reason of his/her membership in the Association.

3.12 PAYCHECKS

3.121 Teachers employed on a full contract year basis will be paid in twenty-four (24) pays, which shall be made on the 10th and 25th of each month.

3.122 A teacher's per diem rate shall be used when calculating extended time contracts.

3.123 All employees must receive payment through direct deposit.

3.13 FAIR DISMISSAL

3.131 Definition of Fair Dismissal. The Board may non-renew a limited contract teacher or dismiss a teacher during the term of their contract only after fair practices and due process have been followed.

3.132 The procedure for fair dismissal during the term of a contract shall follow the procedures set forth in O.R.C. Section 3319.16 and 3319.161.

3.133 The procedure for fair dismissal of a non-renewal shall follow the procedures set forth in O.R.C. Sections 3319.11 and 3319.111.

a. Prior to the Board's serving written notice to non-renew a limited or extended limited teaching contract (on or before June 1st), a minimum of three observations must have been completed by an administrator.

b. A teacher who receives written notice of the Board's intention to non-renew has the right to

1) Request a written statement which describes the circumstances leading to the decision to non-renew;

2) Request a hearing with the Board;

3) An appeal to the Court of Common Pleas.

c. Both the Board and any teacher who receives written notice of the Board's intention to non-renew shall comply with the time lines and requirements as set forth in 3319.11 of the O.R.C.

3.134 No reprisals of any kind will be taken by the Board, the Administration, any teacher, or by the Association against any party by reason of participation in the fair dismissal procedure.

3.14 STUDENT DISCIPLINE

3.141 The Board recognizes its legal responsibility to give all reasonable support and assistance with respect to the maintenance of control and discipline in the classroom.

3.142 It is recognized that discipline problems are less likely to occur in reasonably sized classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics.

3.143 No teacher is ever required to tolerate an act of gross misconduct, flagrant discourtesy, abusive and vile language, acts of violence, deliberate insubordination and/or repetitious misbehavior by a student. The Board of Education shall provide support and protection for students and teachers in controlling and disciplining students.

3.144 When a pupil is sent to the office for disciplinary reasons, the teacher shall communicate in writing the reason for his or her being sent and what action has been taken prior to the referral. The employee has the right to remove a student who disrupts the academic process in conjunction with the established building procedures. Upon making such removal, the employee shall immediately notify the appropriate office of the reason for the removal. As soon as practical after making such a removal, a referral form regarding the incident shall be submitted to the immediate supervisor. A student removed from a classroom shall not be allowed to return to that same employee's classroom until administrative review of the situation. All referrals shall be returned, with administrative comments, to the employee within two (2) workdays, unless extenuating circumstances exist. Nothing within this section is intended to diminish or interfere with the discretion of the administrator's decisions regarding student disciplinary matters.

3.145 Principals will provide annual opportunity for interested and concerned teachers to discuss student rules and regulations with building administration. Time and place arrangements will be established to the mutual agreement of the building association representative and the administration.

3.15 FAIR SHARE FEE – *This section is null and void as a matter of law based on the Supreme Court decision in Janus v. AFSCME, Council 31, 585 U.S. (2018) and will not be implemented, but is preserved should the law change in future years.*

3.151 Notification of Fair Share Fee - The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this Contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

3.152 Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about December 1 of each year during the term of this Contract for the purposes of

determining amounts to be payroll-deducted each month from January through August and the employer agrees to promptly transmit all amounts deducted to the Association.

3.153 Schedule of Fair Share Fee Deductions - Payroll deduction of such fair share fees shall begin at the second payroll in January except that no fair share fee deductions shall be made from bargaining unit members employed after January 1 until their second paycheck. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

3.154 Transmittal of Deductions - The employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for who all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

3.155 Procedure for Rebate - The Association represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

3.156 Entitlement to Rebate - Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the Association.

3.157 Indemnification of Board - The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board of any cost or liability incurred as a result of the implementation and enforcement of this provision provided, including payroll deduction, that:

a. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;

b. The Association shall reserve the right to designate counsel to represent and defend the Board;

c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board

intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

3.16 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

3.161 The association and the administration will provide representatives to the Local Professional Development Committee in accordance with that committee's bylaws the majority of which are association members elected by GHTA membership.

3.17 BUILDING LEVEL LABOR RELATIONS COMMITTEE

The Board of Education of the Garfield Heights City School District and the Garfield Heights Teachers Association believe that students of the District are best served by productive, meaningful, and collaborative labor relations at a building level.

The GHTA building representative and Principal at each school shall establish a labor relations committee. The committee shall be comprised of (a) the GHTA building representative and no more than two (2) other building certified staff designated by the GHTA building representative (which the GHTA shall ensure are elected in their buildings for three year terms); and (b) the Building Principal and no more than two (2) other administrators designated by the Principal.

The purpose of the committee is to address building level issues that are not contractual in nature and to foster positive working relationships. The committee will meet at minimum, once a quarter, during the school year and at other times as may be set by the committee. The committee is advisory in nature and shall not diminish the authority of the Building Principal.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 PURPOSE

4.11 The Board and the Association agree that in any organization unobstructed communication channels are an important asset. An effective functioning grievance procedure contributes directly to improved communication channels.

4.2 DEFINITION

4.21 A "Grievance" is a claim initiated by a teacher or the Association that there has been a violation, a misinterpretation, or misapplication of the Negotiated Agreement, or the teacher's handbook (Superintendent's Manual), or in written Board policies previously or subsequently adopted by the Board pertaining to salaries, hours, or employment conditions or disciplinary action taken under such policies or rules of the Board and shall be processed as a grievance.

4.22 "Day" shall mean actual teacher working days.

4.3 RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

4.31 A teacher grievant shall be represented at any and all steps of the grievance procedure by the Association or its affiliates or by the Association's counsel.

4.32 The Association President shall receive notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on Grievance Form (contained within this Article) setting forth the decision and the reasons therefore, and will be transmitted promptly to all interested parties and the administrator involved.

4.33 The fact that a teacher files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association, or its officers, or any member of the Board, or employee of the District be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

4.34 A grievance that affects more than one (1) teacher may be filed on behalf of all affected teachers.

4.35 All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.

4.36 All formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded both sides. Each hearing shall have provision for: Initial presentation of grievant's case, presentation of Administration's case, and final summaries. Both parties may jointly agree to waive the holding of a hearing at Levels I, II, or III.

4.37 If the Association Executive Committee and or GHTA Grievance Committee chooses not to pursue a grievance to the next step, the grievance shall be considered resolved based upon the disposition made at the preceding step, even in the event the grievance was filed by an individual who desires to move the grievance to Level II or Level III.

4.4 TIME LIMITS

4.41 The number of days indicated at each step is considered a maximum . The time limits specified, however, may be extended by written agreement of the parties in interest. All grievances shall be filed no later than ninety (90) days after the grievant knew or reasonably should have known about the facts giving rise to the grievance.

4.42 If a formal grievance (Level II) is not filed within ten (10) days after the decision has been rendered at the informal level, the grievance shall be considered waived.

4.43 If the decision on a Level II or Level III grievance is not appealed within ten (10) days after a decision has been rendered, the grievance will be deemed settled on the basis of disposition at that step and further appeal through the grievance procedure shall be barred.

4.44 Failure at any level by an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.

4.45 In the event a grievance is filed at such time that it cannot be resolved by the close of a calendar school term or the commencement of the Christmas or spring recess, further attempts at resolution shall be postponed until the beginning of the new school term or the return to school following the recess, unless the parties in interest otherwise agree. The parties shall so agree where irreparable injury would result from a postponement until the next term.

4.46 The temporary absence of the grievant or of a principal, immediate supervisor, or the superintendent shall toll the running of the days during the absence of such grievant, principal, immediate supervisor, or superintendent.

4.47 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

4.5 GRIEVANCE PROCEDURE

4.51 Level I: (Informal)

4.511 If a teacher believes there is a basis for a grievance, the teacher must first discuss the matter with his/her principal or immediate supervisor in an effort to resolve the problem informally.

4.52 Level II: (Formal)

4.521 If the grievant is not satisfied with the results of Level I or is unable for cause beyond his/her control to discuss the matter with his/her principal or immediate supervisor within the time limit prescribed in this Article, he/she may begin formal procedure by submitting the formal grievance on the Grievance Form (contained within this Article) to his/her principal or immediate supervisor during a meeting at which time the specific issues in the grievance shall be discussed. Within five (5) days of receipt of the form the principal or immediate supervisor shall make a written decision, Grievance Form (contained within this Article). The decision reached at this meeting will be recorded in Level II of the Grievance Report Form and signed by both parties.

4.53 Level III: (Formal)

4.531 If the grievant is not satisfied with the results of Level II, he/she may continue the formal procedure by again submitting the formal grievance to the Superintendent or his/her

designee during a meeting at which time the specific issues in the grievance shall be discussed. The grievant (or Association) will provide the alleged contractual violation(s), a statement of the grievance, and the remedy sought. Within five (5) days of receipt of the form, the superintendent or his/her designee shall make a written decision. The decision reached at this meeting will be recorded in Level III of the Grievance Report Form and signed by both parties.

4.54 Level IV: (Formal)

4.541 If the Association is not satisfied with the disposition made in Level III, then the Association may request a hearing by an arbitrator. The selection of an arbitrator shall be made from a panel of seven (7) names prepared and submitted by the American Arbitration Association (AAA) in accordance with its procedure. The person so selected shall have the necessary hearing promptly. Decisions of the arbitrator shall be final and binding. Costs for the services of the AAA and of the arbitrator shall be paid by the losing party. In case of split decisions, each party will pay a proportionate share. Each party shall pay the costs of its own witnesses and presentation.

4.55 Optional Level: FMCS Mediation

4.551 The Association and District may mutually agree to add a Level after proceeding to Arbitration under Level IV: FMCS Mediation. In this situation, the parties shall mutually notify FMCS and secure an FMCS Mediator to convene a mediation session for the parties to explore whether an amicable resolution of the Grievance is possible. The Association and District agree that a Level IV arbitration will be held in abeyance if the parties agree to FMCS Mediation under this section. If either party no longer desires to mediate the matter or mediation is unsuccessful, the arbitration will be promptly scheduled.

4.552 An FMCS mediation session under this section shall be held at a date, time, and location which is mutually agreed upon by the Superintendent and Association President.

4.553 The Association and Board may agree to use this optional level prior to initiating any unfair labor practice or lawsuit in state or federal court against the other respective party.

GRIEVANCE FORM Grievance No. _____

Grievant(s):_____

☐ GHTA confirms this is a class action grievance.

Building(s):_____

Date of incident(s):_____

Date informal meeting held with principal:_____

Statement of Grievance:_____

_____

_____

_____

_____

What section(s) of the contract do you believe have been violated?_____

_____

What is the resolution you request?_____

_____

_____ Date:_____

Signature of Grievant(s)

_____ Date:_____

Signature of GHTA Grievance Representative

Date of filing at Level II: (to be completed by principal):_____

_____

Signature of Principal

****

Grievance No._____

Level II Decision:_____

_____

_____

_____ Date:_____
Signature of Principal

Date Level II decision provided to grievant:_____

_____ Date:_____
Signature of Grievant(s)

_____ Date:_____
Signature of GHTA Grievance Representative
****

Grievance No._____

The grievant was not satisfied with the results of Level II and submits this grievance at Level III.

_____ Date:_____
Signature of Grievant(s)

_____ Date:_____
Signature of GHTA Grievance Representative

Date of filing at Level III: (to be completed by superintendent/designee):_____

_____
Signature of Superintendent/designee
****

Grievance No. ._____

Level III Decision:_____

_____

_____

_____ Date:_____
Signature of Principal

Date Level III decision provided to grievant:_____

_____ Date:_____
Signature of Grievant(s)

_____ Date:_____
Signature of GHTA Grievance Representative
****

ARTICLE V - PROFESSIONAL COMMUNICATIONS

5.1 It is recognized that the President of the Association plays a vital role as a leader and official representative of the teachers. The President is encouraged to communicate matters of concern to the Administration as the need arises.

5.2 In the spirit of collaboration and maintaining open lines of communication between the Board and the Association, there shall be a Labor Relations Committee comprised of the Superintendent or his/her designee for a total of no more than five (5) administrators and the Association President or his/her designee for a total of no more than five (5) Association members. The purpose of the Labor Relations Committee is to address district issues that are not contractual matters and have not been initially resolved at the building level. By mutual agreement, the Labor Relations Committee may invite other persons to attend the meeting to address specific issues.

The Labor Relations Committee shall meet a minimum of once a semester, unless otherwise requested by either the Superintendent or Association President. The agenda for each meeting shall be mutually set by the Superintendent and the Association President at least five (5) days before each meeting and provided to each Committee member. At the first meeting each school year, the Labor Relations Committee will adopt ground rules, which can include a calendar of meetings for that school year and responsibility for maintaining minutes, and may invite the Federal Mediation Conciliation Service to provide labor management training.

ARTICLE VI – CALENDAR

6.1 INSTRUCTIONAL TIME

The school calendar will be based on the following number of days:

Up to one hundred eighty (180) days of instruction (or equivalent # of hours)
At least five (5) days of Teacher Professional Development
Total Days (or equivalent # of hours) one hundred eighty-five (185)

6.2 PARENT/GUARDIAN - TEACHER CONFERENCES

The District will schedule at least one (1) parent/guardian-teacher conference from 4 p.m. to 7 p.m. each semester at each school building. Teachers are required to attend these parent/guardian-teacher conferences and will be allowed to take the day before Thanksgiving off each school year they attend both conferences. Should a teacher fail to attend either or both conferences, the teacher's absence shall be recorded under the appropriate leave section. Each parent-teacher conference will be considered a half (0.5) day teaching on the calendar.

In addition, each elementary school will have a full day conference.

The Association President and/or his/her designee and the Superintendent and/or his/her designee will discuss scheduling the conference prior to the Board approving the school calendar.

6.3 TEACHER PROFESSIONAL DEVELOPMENT

6.31 Days designated for Professional Development.

Day of Professional Development will be distributed as follows:

Prior to the first day of school for all newly hired teachers:

- Up to three (3) extra New Teacher Orientation Days outside the definition of school year defined in 6.1 paid at 0.0033 of the base rate.

Prior to the first day of school for all teachers:

- One (1) Opening day for district directed professional development and other initiatives.
- One (1) Opening day for classroom preparation/TBT's as necessary.

One (1) Marking and Professional Development Day scheduled at semester break. One (1) Professional Staff Development Day*

One (1) Professional Development Day for teacher reports and closing of the school year. Teachers must fulfill their closing obligations as defined by the principal and must be properly checked out by the principal or his/her designee.

NEOEA Day will be a non-calendar school day.

*PROFESSIONAL STAFF DEVELOPMENT DAY: One (1) professional staff development day, date to be determined by the Superintendent.

Professional Development days shall end no later than 3:00 p.m. and shall have one (1) hour for lunch.

6.32 Professional Development Outside the Regular Workday

Except as set forth immediately above or as otherwise set forth in the negotiated agreement, no professional development may be mandated outside the regular workday, unless the parties agree to negotiate a non-precedent-setting Memorandum of Agreement (MOA). Such MOA must be ratified by a vote of affected Association membership to be valid.

Except as set forth above or as otherwise set forth in the negotiated agreement, any professional development scheduled outside the regular workday shall be voluntary, and shall be paid at the Professional Development Outside of Workday rate as indicated in Appendix E – Supplemental Schedule.

6.33 Teachers who work with students that are deemed on a Reading Improvement and Monitoring Plan (RIMP) by the District shall receive two (2) hours devoted to writing RIMPs in a professional development day prior to the first time they are due.

6.4 ATTENDANCE AT TEACHER PROFESSIONAL DEVELOPMENT DAYS

Teacher attendance on all professional development days is mandatory. Emergency absences will be handled by the Superintendent and/or his/her designee. Other leave provisions in this contract do not apply to professional development days.

6.5 CALENDAR INPUT

The Superintendent will develop at least two (2), but not more than three (3) draft calendars prior to March 1 of the school year. Draft copies will be available to the GHTA for its input. Nothing herein prevents the Superintendent from recommending a multi-year school calendar of no more than three (3) years to the GHTA for its input.

ARTICLE VII - TEACHER WORK SCHEDULES AND INSTRUCTIONAL CONCERNS

7.1 PREPARATION TIME

7.11 Every full-time classroom teacher shall have at least two hundred twenty-five (225) minutes per week during the teacher workday for instructional planning, evaluation and conferences, with forty-five (45) consecutive minutes per teacher workday. On days with late arrival/late start or any similar shortened schedule, teachers will have at least forty (40) consecutive minutes for instructional planning, evaluation and conferences, with the total minutes for that week shortened by the appropriate amount.

7.12 Teacher-Based Teams (TBT):

TBT meetings shall occur no more than once per week and shall not exceed forty (40) minutes per week. TBTs shall focus on professional collaboration, instructional planning, data analysis, assessment review or other activities directly related to building needs.

Effective upon ratification and through June 30, 2027, the parties will follow the structure identified in Appendix G for TBTs in each building. Except as set forth in Appendix G, TBT time shall not reduce the preparation time set forth in Section 7.11.

Should student achievement, not improve in overall student passage at a building level comparing a majority of the most current two (2) school year ODEW issued state-testing results for that building, then at the beginning of the current school year, the Superintendent

or his/her designee shall have the right to return any school improvement time back to instructional time and may direct teachers at the affected building to complete duties related to School Improvement during planning time no more than one (1) time per week. If this section is triggered at the high school, then all high school teachers will have one (1) period per day for preparation time, plus common planning/meeting time at the end of the school day.

Should the District regularly schedule late arrival for students one (1) day per week, the time without students in the morning will be used as TBT time as directed by the Superintendent or his/her designee.

If the District is facilitating professional development through coaching, then a teacher may be scheduled no more than four (4) times per year to meet with his/her coach to debrief and receive instructional support during his/her planning time. No information derived from the coaching can be used in a teacher's evaluation.

7.13 Teacher schedules and/or assignments shall be made on the basis of certification and/or qualifications.

7.14 Teacher workloads shall be within the limits established by the Ohio Department of Education and Workforce and made on as equitable basis as possible.

7.15 Teachers may be assigned a homeroom, hall duty or any other duties related to student supervision.

7.16 The number of preparations should not normally exceed three (3) for middle school and secondary teachers (6-12).

7.17 A teacher may be requested to teach an additional class beyond the normal assignment, then of six (6) full periods per day and s/he will be compensated at the staff sub rate (.0007/period of the BA base). The teacher may choose to decline the request.

7.18 Preparation time may be affected by adjustment in the school calendar as reflected in 6.1.

7.2 LENGTH OF WORKDAY

7.21 The length of the teacher's workday shall be the equivalent of seven hours and forty minutes per day for one hundred eighty (180)-day calendar allowing for the flexibility to adjust for common planning/meeting time.

Nothing herein shall restrict the Superintendent's right to declare a two-hour delay or two-hour early release or to adopt a school calendar that includes regular late arrival or early dismissal of students.

7.22 All K-12 teachers shall have an uninterrupted, duty-free lunch period of at least forty (40) minutes. For K-5 teachers, student supervision in escorting students to lunch, shall not be a part of the teacher's lunch time.

7.23 Teachers are expected to carry out their professional responsibilities which extend beyond the typical workday, unless their absence is approved by their principal. Such approval shall not be unreasonably withheld. Administrators shall endeavor to schedule only such items for regular or special meeting agendas as cannot be effectively presented in another manner (memo, individual conference, etc.).

7.24 Examples of professional responsibility include, but not limited to:

a. regular faculty meetings
b. special staff meetings
c. extra help sessions for students
d. conferences with students and/or parents
e. department meetings/grade level meetings
f. Effective through June 30, 2025, and will automatically expire with no further action necessary by the Parties on that date. Upon expiration, this language shall have no further force or effect:

   Scheduled Professional Development meetings in September, October, November, January, February, March, April and May. These professional development meetings shall not be scheduled on the last day of the workweek, shall not last longer than half an hour after the end of the regular workday, and shall not exceed sixty (60) minutes total. (These meetings shall not be deemed "Professional Development Outside the Workday" for purposes of additional compensation.

g. Meet the Teacher Night for no more than ninety (90) minutes after the teacher's regular schedule, no more than once (1) per school year.

7.3 CLASS SIZE

7.31 The ratio of teachers to pupils on a district-wide basis shall be at least one (1) full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership.

7.32 Effective with the 2026-27 contract year, the District may assign no more than twenty-eight (28) students to an individual class. This section shall not apply to physical education, instrumental music or vocal music classes.

7.33 Effective with the 2026-27 contract year, at the elementary level (K-5) only, for each student assigned above twenty-five (25) in any class, the teacher shall receive one hundred dollars ($100) per student per quarter. For purposes of additional compensation under this section, a student must be enrolled and in attendance for at least twenty-five (25) days of a grading period to be counted as one (1) student.

7.4 OUTSIDE OF THE SCHOOL FUNCTIONS

7.41 With the exception of faculty meetings and the first Meet the Teacher Night, teacher participation in functions outside of the school program or school curriculum shall be voluntary. Teachers who voluntarily attend five (5) student-centered functions outside of the workday during the school year may opt to not attend the last teacher workday of the year. Administration will identify eligible functions, which will include but are not limited to: concerts, athletic events, plays, academic competitions, graduations, dances, community events or other student-focused activities. Any outside activity for which the teacher is compensated with an hourly rate or via supplemental contract shall not be counted toward the five (5) functions.

7.42 When a teacher is directed or requested by his or her principal or other members of the administrative staff to attend a function and/or meeting dealing with or relating to school business, said teacher shall be reimbursed for all necessary and reasonably incurred expenses. This applies to teachers fulfilling reasonable assigned duties or supplemental contract duties. A regular travel form or purchase requisition, where applicable, will be used.

7.43 Teachers whose assigned teaching duties require them to travel by private automobile from building to building during the school day shall be reimbursed for such transportation at the rate set forth by the Board for outside travel. This section shall not apply to transportation required by duties performed pursuant to a supplemental contract.

7.44 Special staffing procedures shall be in keeping with the various policies adopted by the Board. Teaching assignments for Summer School Programs, or regular assignments that are longer than the Board-adopted school year, will be made by the Board on the basis of preference to teachers possessing regular teaching certificates/licenses and employed in the district during the regular school year.

7.5 PERIOD SUBSTITUTIONS

7.51 Every reasonable effort will be made, when practical, to secure a substitute teacher before a regular teacher is asked to serve as a substitute, except when a substitute is required for less than a full school day.

7.52 Period Substitutions Middle and High School Only - In those cases where substitute teachers are not available regular teachers who volunteer may be used to cover an absent teacher's class. A volunteer list of teachers shall be created. Once the list of volunteers is exhausted, the building administrator may assign Volunteers and assigned teachers will be paid at the rate specified in the Supplemental Salary Schedule for time spent substituting, if they otherwise would not have had a student contact assignment during the time spent substituting. Class coverage will be arranged by the building administrator principal of the school and will be distributed as equitably as possible among the teachers in said school.

7.53 Every effort shall be made to ensure co-teachers are not reassigned during the day to protect the integrity of the co-teaching environment.

7.54 Full Day Substitutions and Class Splitting – Elementary Schools Only

7.541 In those cases where substitute teachers are not available, regular teachers who volunteer may be used to cover an absent teacher's class. A volunteer list of teachers shall be created.

7.542 If volunteers are unavailable, the building principal may split the absent teacher's class amongst other teachers. If an elementary level teacher voluntarily assumes or is directed to assume seven (7) to fourteen (14) students of an absent teacher's class roster, the Board will pay the elementary level teacher Ninety Dollars ($90.00) per day for such services. If an elementary level teacher voluntarily assumes or is directed to assume one (1) to six (6) students of an absent teacher's class roster, the Board will pay the elementary level teacher Sixty Dollars ($60.00) per day for such services. The total number of students that may be added to any elementary level teacher's total class shall be capped at fourteen (14). This compensation shall be in lieu of (not in additional to) any compensation otherwise provided in this section. Any elementary level teacher who voluntarily assumes or is directed to assume students of an absent teacher shall create and submit to his or her principal a timesheet, which must include the specific dates on which the elementary level teacher assumed coverage of an absent teacher's students as well as the portion of students assumed, *i.e.*, 1-6 students and 7-14 students. The failure of an elementary level teacher to submit the required timesheet by the end of the two (2) week pay period to the building principal will result in the bargaining unit member forfeiting the compensation and waiving any claim of entitlement to same.

7.543 If volunteers are unavailable and the building principal deems it infeasible to split the absent teacher's class, the building administrator may assign available teachers. In order to make such assignments, each elementary building shall establish an Involuntary Substitute List that should include physical education, music, art and technology teachers. Should no teachers volunteer for full-day coverage, the building administrator shall assign the teacher closest to the top of the Involuntary Substitute List who is available for such coverage. Once a teacher provides such coverage, the teacher shall be moved to the bottom of the list. Once each teacher on the Involuntary Substitute List has been involuntarily assigned three (3) days of coverage in a grading period, the Involuntary Substitute List shall include Intervention Specialists, Title teachers and Pre-school teachers (Fridays only at William Foster) in that building for the fourth rotation only. At the close of the grading period, the list shall re-set to the physical education, music, art and technology teachers and the process shall repeat as set forth above. If any teacher involuntarily substitutes more than five (5) days in a grading period, said teacher shall receive double the spot substitute rate for any subsequent involuntary substitute assignment.

7.6 <u>LESSON PLANS / IEPs & ETRs</u>

7.61 Lesson plans are to be submitted to the Department Chair/Grade Level Head for regular review. Lesson plans must still remain accessible by building administration on an as-needed basis.

7.62 Teachers are to have lesson plans available for use in their absence. Failure to have lesson plans available under this Section shall be cause for disciplinary action.

7.63 IEP team members, school psychologists, intervention specialists, speech pathologist, and related service personnel must submit all required IEP & ETR forms and supplementary documents in a timely manner. Each IEP team member must immediately inform the Director of Special Education if s/he encounters any problem in securing information or data from other IEP team members. Failure to meet required deadlines or to notify the Director of Special Education of problems shall be cause for disciplinary action.

7.64 An intervention specialist may make a request for a release period from his/her principal to complete required IEP related documents and should include reasons why the additional time is needed. The principal retains discretion as to whether to grant a release period.

7.7 INCLUSION OF SPECIAL EDUCATION CHILDREN

7.71 When a special education child is included in a regular classroom, staff development opportunities which address the special needs of the child will be provided.

7.8 K-12 CURRICULUM COORDINATION

7.81 All course additions and deletions, recommendations for instructional materials, and curriculum writing recommendations shall be made through the curriculum leaders to the Curriculum Director by November 15th then to the Superintendent for consideration prior to the January meeting of the Board of Education.

7.9 SCHOOL CANCELLATION DUE TO WEATHER OR EMERGENCY SITUATIONS

The first four (4) days in which school is cancelled district-wide for students due to weather or an emergency situation, school employees shall not be required to report to work or do work from home. Building and/or school closures related to Covid-19 are not considered school cancellations for purposes of this provision, and as such, remote instruction shall continue during Covid-19 related closures at the Board's discretion.

ARTICLE VIII - TEACHER EVALUATION

I. OTES Teacher Evaluation

OTES applies to a teacher who is a licensed instructor who spends at least fifty percent (50%) of his/her time providing content-related student instruction and falls under Board policy AFC-1 the Evaluation of Professional Staff (Ohio Teacher Evaluation System) (Also GCN-1).

A. Definitions

i. Ohio Teacher Evaluation System (OTES): The teacher evaluation system codified under sections 3319.111 and 3319.112 of the Ohio Revised Code as established by the Ohio Department of Education and Workforce ("ODEW").

ii. Evaluation Framework: The standards-based state framework for evaluation of teachers developed by ODEW in accordance with Ohio Revised Code §3319.112, for evaluation of teachers under Ohio Revised Code §3319.111 and §3319.112.

iii. Evaluation Procedure: The procedure used to conduct teacher evaluations, which includes informal observations ("classroom walkthroughs") and formal observations to assess teacher performance in addition to multiple evaluation factors as set forth by state law and OTES 2.0 Framework.

iv. Evaluation Instrument: The forms used by a Credentialed Evaluator are those adopted by the Ohio Department of Education and Workforce for OTES.

v. Teacher Performance Rating: The evaluation rating is assigned at the conclusion of the evaluation cycle by combining the results of multiple evaluation factors. Evaluation ratings are: Accomplished, Skilled, Developing and Ineffective.

vi. Evidence: Information provided to the Credentialed Evaluator, including but not limited to high-quality student data, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.

vii. Value-Added: Refers to the value-added methodology prescribed by the Ohio Department of Education and Workforce, which provides a measure of student progress at the District, school, grade, subject and teacher level based on aggregate student scores from state issued standardized assessments.

viii. ODEW-Approved Assessments (aka Approved-Vendor Assessment): Student assessments approved by the Ohio Department of Education and Workforce for measuring student growth.

ix. Professional Growth Plan: A written Professional Growth Plan helps teachers focus on areas of professional development that will enable them to improve their practice. The Professional Growth Plan is developed annually for teachers who receive an evaluation

rating of Accomplished, Skilled, or Developing, and will be based upon the results of the evaluation and aligned with any existing school district or building improvement plan.

x. Performance Deficiency: A performance deficiency includes either an overall Ineffective rating or an Ineffective rating on any of the components of the OTES Rubric.

xi. Poorly Performing Teacher: Refers to a teacher identified through the Evaluation Procedure with an Evaluation Rating of Ineffective.

xii. Improvement Plan: A written Improvement Plan will be developed by the assigned credential evaluator for teachers who receive an evaluation rating of Ineffective. The purpose of an Improvement Plan is to identify specific performance deficiencies and foster growth through professional development and targeted support. The administration has discretion to place a teacher on an Improvement Plan at any time based on any individual deficiency exhibited in the evaluation system by the teacher.

xiii. Credentialed Evaluator: As set forth under Board Policy, a person who holds an evaluators credential established by ODEW for being an evaluator. Bargaining unit members shall not serve as Credentialed Evaluators.

B. Teacher Performance Evaluation Component

i. General Principles

a) Teacher performance shall be assessed based on standards for the teaching profession and criteria set forth in the ODEW OTES evaluation instrument.

b) The Credentialed Evaluator shall rely on evidence provided by the teacher, the Formal Observations and the Walkthroughs/Informal Observations to evaluate a teacher's performance.

c) Goals are developed using multiple sources of data, including self-assessment based on the standards, high-quality student learning data, and identified focus area(s). While teachers will not be required to complete the Self-Assessment Form, teachers shall engage in the process of reflection and self-assessment as a form of reflective practice to identify areas of strength and areas for further development.

ii. Evidence Used to Assess Teacher Performance

a) *Evidence Provided by Teacher to Credentialed Evaluator*

A teacher may provide evidence to the Credentialed Evaluator, including but not limited to high-quality student data, which may include student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.

Any artifacts and evidence presented by a teacher to the Credentialed Evaluator at the post observation conference shall be maintained by the teacher.

b) *Formal Observations*

i. A minimum of two (2) formal observations shall be conducted. The second observation only may be conducted after the post-observation conference from the first observation has been completed.

ii. Each formal observation shall last a minimum of continuous thirty (30) minutes.

iii. The first formal observation shall be completed by the end of first semester, unless extenuating circumstances exist.

iv. At least 24-hours prior to an observation, the Credentialed Evaluator will notify the teacher of the 48-hour window in which the observation will be conducted.

v. For teachers on an Improvement Plan, there shall be at least twenty-eight (28) calendar days between each formal observation.

vi. If after the second observation, there is a Performance Deficiency in a teacher's performance and the District anticipates taking adverse personnel action, a minimum of one (1) additional observation will be conducted.

vii. A post-observation conference between the Credentialed Evaluator and teacher shall be held within the five (5) workdays following each formal observation, unless extenuating circumstances exist, to collaboratively complete the content of the OTES Teaching Rubric. At least twenty-four (24) hours before the post-observation conference, the Credentialed Evaluator shall complete a draft OTES Rubric on OhioES, and "pin-it" for the teacher to have an opportunity to review it before the post-observation conference. Nothing requires the Credentialed Evaluator to complete all portions of the OTES Rubric.

c) *Walkthrough Informal Observation*

i. A walkthrough/informal observation ("walkthrough") is a formative written assessment by a Credentialed Evaluator.

ii. The walkthrough may be unannounced, but nothing prohibits informing the teacher of a walkthrough.

iii. A walkthrough shall be at least twelve (12) consecutive minutes and no more than fifteen (15) minutes in duration. There shall be no more than two (2) walkthroughs per Evaluation Cycle, unless the teacher is on an Improvement Plan.

iv. Within two (2) workdays of completing the walkthrough, the Credentialed Evaluator shall complete the ODEW OTES walkthrough form.

v. Nothing in this section limits the District's ability to conduct the shorter duration McREL walkthroughs for the Ohio Improvement Process (typically 3-5 minutes). Any McREL walkthrough for the Ohio Improvement Process will not constitute a walkthrough for purposes of OTES.

iii. Remediation of Teacher Performance Deficiencies

The Credentialed Evaluator shall develop an Improvement Plan using the ODEW form to address any teacher performance deficiency identified in an observation if the District anticipates taking adverse personnel action. The administration has discretion to place a teacher on an Improvement Plan at any time based on any individual deficiency exhibited in the evaluation system by the teacher. The Credentialed Evaluator shall meet with the teacher to review the Improvement Plan and receive input from the teacher before the Improvement Plan is finalized and implemented.

C. Finalization of Evaluation

A final holistic rating of teacher effectiveness form (ODE Form) will be completed, signed by the evaluator and provided to the teacher in a meeting to be held no later than the tenth day of May. The teacher should sign the final holistic rating of teacher effectiveness form to verify notification to him/her that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with its contents. The teacher shall sign the final holistic rating of teacher performance upon meeting with the evaluator. The evaluator shall send a copy of the holistic rating form to the Superintendent upon securing the teacher's signature.

Within ten (10) calendar days of receiving the holistic rating form, a teacher has the right to make a written response to the evaluation and to have it attached to the holistic form that is placed in the teacher's personnel file.

Each teacher shall have the opportunity to review the final holistic rating in order to ensure accuracy in reporting to ODE. If the teacher believes there is an inaccuracy, s/he shall notify the Superintendent or his/her designee on a date designated by the Superintendent each school year.

D. Professional Growth & Improvement Plans

i. *Professional Growth Plan*

Each teacher with an evaluation rating of Accomplished, Skilled, or Developing will develop a Professional Growth Plan on an annual basis no later than the first Monday in October. Professional Growth Plans will be self-directed for teachers with a Final Holistic Rating of Accomplished. Teachers with a Final Holistic Rating of Skilled will jointly develop their Professional Growth Plans with their credentialed evaluators. Teachers with a Final Holistic Rating of Developing will develop a Professional Growth Plan that is guided by their assigned credentialed evaluator. The Professional Growth Plan shall include:

a) Identification of area(s) for future professional growth

b) Specific resources and opportunities to assist the teacher in enhancing skills, knowledge and practice

c) Outcomes that will enable the teacher to increase student learning and achievement

ii. *Improvement Plan*

a) Teachers with a Final Holistic Rating of Ineffective will be placed on an Improvement Plan developed by the assigned Credentialed Evaluator.

b) If the District anticipates taking adverse employment action based solely on a Teacher's Performance, the teacher shall first be placed on an improvement plan so s/he has an opportunity to remedy the performance deficiencies. The Improvement Plan may be created after the first or second observation in this circumstance.

c) An Improvement Plan shall include:

1. Identification of the specific areas for improvement of performance and/or student growth

2. Identification of the specific expectations for each area of improvement that has been identified

3. Specify the developmental level of performance the teacher is expected to improve and the timeline to correct deficiencies

4. Sufficient time to allow remediation of the deficiencies

5. Identification of guidance and support needed to help the teacher improve (Note: this may but need not necessarily include the TBT and/or BLT)

6. The Credentialed Evaluator shall identify a support teacher for the teacher on an Improvement Plan (if a teacher has a resident educator mentor, the mentor also may serve as the support teacher to the mentee)

7. Identification of additional education or professional development needed to improve identified areas

8. Identification of release time to allow the supported bargaining unit member on an Improvement Plan to observe his/her support teacher's best practices and/or release time of the support teacher to provide direct mentoring activities, which shall be coordinated by the building administrator

d) An Improvement Plan based on Ineffective teacher rating will be revisited in at least twenty-eight (28) calendar day intervals to see whether the teacher's performance has improved and whether to modify or end the plan. The ODEW OTES Improvement Plan form shall be used.

e) Protections

1. A support teacher shall not be requested or directed to make any recommendation regarding the continued employment of a teacher.

2. All interaction, written or oral, between a support teacher and the supported bargaining unit member are confidential and may not be disclosed without the consent of the supported bargaining unit member. Any violation of this confidentiality requirement by the support teacher shall be cause for his/her removal in his/her role as a support teacher by direction of the Union President after consultation with the Superintendent. Removal from the role as support teacher shall not be grievable by the support teacher.

3. No support teacher shall be requested or directed to divulge information from written documentation or confidential discussions with the supported bargaining unit member.

4. At any time and without need of specifics, the support teacher or the supported bargaining unit member may exercise the option to have a new support teacher assigned to the supported bargaining unit member. Exercising the option may occur one (1) time by the support teacher or the supported bargaining unit member and shall occur without prejudice or judgment to either person.

E.

i. Teachers who are under consideration for nonrenewal and who have a limited or extended limited contract, or teachers who are RESA Year 1, or teachers who are in the first year of the profession:

a) Shall receive at least three (3) formal observations during the school year. The first formal observation shall be completed by November 30 and the second formal observation shall be completed by January 31.

ii. A teacher receiving a final holistic rating of Accomplished:

a) Will be evaluated once every three (3) years, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

b) In any year the teacher is not formally evaluated, a Credentialed Evaluator shall conduct at least one (1) formal observation of the teacher and hold at least one (1) conference with the teacher, which shall include a discussion of progress on the teacher's professional growth plan.

iii. A teacher receiving a final holistic rating of Skilled:

a) Will be evaluated once every two (2) years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

b) In any year the teacher is not formally evaluated, a Credentialed Evaluator shall conduct at least one (1) formal observation of the teacher and hold at least one (1) conference with the teacher, which shall include a discussion of progress on the teacher's professional growth plan.

iv. Teachers who are not included in E.i., E.ii., or E.iii., including but not limited to teachers rated Developing or Ineffective for whom E.i. does not apply:

a) Will be formally observed at least two (2) times before their final holistic rating is completed by May 1.

F. OTES Teacher Evaluations shall be considered in making decisions on retaining or dismissing a teacher based on teacher performance

G. If a teacher gives the District his/her retirement notice, effective for that school year, and that notice has been accepted by the Board not later than December 1st, the teacher will not be evaluated for that school year.

2. Non-OTES Teacher Evaluation

All teachers who do not fall under the OTES Evaluation System contained in Article VIII, Section I, shall be evaluated as follows:

a. The fundamental goal of the non-OTES evaluation system is to improve performance and give every staff member an opportunity to be successful and to contribute to the overall objectives of the district.

b. Observations will be conducted openly, with full knowledge of the staff member and advance notice if at all possible.

c. One (1) observation must be conducted and completed no later than January 15, with a written observation report being delivered to the teacher no later than January 25. The second observation must be conducted and completed between February 10 and April 1, with a written report received by the teacher on or before April 10. These dates may be extended due to extenuating circumstances.

Except as set forth below for Accomplished or Skilled teachers, a non-OTES teacher will be evaluated on an annual basis.

A non-OTES teacher who receives a final holistic rating of "Accomplished" will be evaluated once every three (3) years, subject to any terms consistent with the ODEW framework, if applicable.

A non-OTES teacher who received a final holistic rating of "Skilled" will be evaluated once every two (2) years, subject to any terms consistent with the ODEW framework, if applicable.

d. Each evaluation will be based on the following components:

Principal/supervisor's observations and monitoring of teacher performance. At least two (2) observations to last at least thirty (30) minutes or one (1) full class period.

e. Evaluations must be conducted by a licensed administrator and will be reported on the evaluation form in Appendix A. Criteria of expected job performance for all areas of responsibility shall be those criteria indicated on the evaluation form. The evaluator and the teacher will discuss the completed evaluation form. The teacher will sign the form after having read the contents and will receive a copy. The teacher's signature reflects acknowledgment and not necessarily agreement. The

form is to be placed in the teacher's personnel file located at the Central Office and is available to the teacher upon request.

f. The GHTA President shall be notified in writing for each teacher placed on a Plan of Assistance along with a copy of the plan.

g. The Board will utilize the Psychologist Performance Evaluation Rubric (PPER), attached as Appendix A, to evaluate school psychologists. Any use of Professional Growth Plans or Improvement Plans shall conform to Article VIII, Sections D. i. and D. ii.

h. The Board will utilize the Ohio Department of Education and Workforce's Ohio School Counselor Evaluation System (OSCES) framework to evaluate school counselors. Any use of Professional Growth Plans or Improvement Plans shall conform to the OSCES framework.

3. Resident Educator Mentoring Program OTES & Non-OTES Teachers

The Board shall provide a Resident Educator Mentoring Program as required by state law, through the Cuyahoga County Educational Service Center. In the event the Resident Educator Mentoring Program is repealed, this provision of this Article of the Agreement is null and void on the effective date of the repeal.

4. Joint Evaluation Development Committee

There shall be a Joint Evaluation Development Committee ("JEDC") which shall be comprised of a Union team and a Board team, each having an equal number of no more than four people per team. The JEDC shall reach decisions through consensus, shall receive training on the state-adopted evaluation framework on-site or at a local ESC and may utilize subcommittees or experts as needed to gather or provide information. The JEDC shall keep minutes summarizing its meetings. The JEDC shall meet to review the OTES evaluation system as well as the Non-OTES evaluation system and make appropriate recommendations to the Union Executive Committee and the Superintendent and to complete any responsibilities identified in this Article.

During the term of the contract, the JEDC may review this Article and/or legislative changes to the OTES evaluation system and make recommendations to the Superintendent and Union Executive Board regarding modification of this Article. Should the Superintendent and Union Executive Board agree to a mutual modification of this Article, the parties shall enter into a memorandum of understanding that will be contingent on ratification by the union membership and approval by the Board of Education.

ARTICLE IX - VACANCIES, TRANSFERS, AND REASSIGNMENTS

9.1 VACANCIES

9.11 All teachers shall be notified of all vacancies in existing, new certificated positions, and extra-curricular positions which occur in the district. This notification shall be

accomplished by notifying staff members via email and posting the vacancy on the District website for five (5) business days.

Information will include a brief description of the position, certification requirements, the deadline date for written application, and the name of the administrator to whom the application should be given.

9.12 The applicant's certification, experience, qualifications, quality of teacher performance and length of service within the district will be considered in determining the filling of vacancies.

9.13 The appointee to a position shall have proper certification at the time of appointment to a position.

9.14 In-district applicants shall be notified in writing within ten (10) days after official action in making the appointment.

9.15 Every effort will be made to provide internal candidates with the opportunity to fill all district vacancies. Internal candidates shall be considered for all district vacancies.

9.16 The Board and Association affirm their belief in equal employment opportunity and their commitment to non-discrimination in terms, conditions and privileges of employment. All aspects of our personnel system are to be administered without regard to race, color, national origin, ancestry, citizenship status, religion, sex, economic status, age, disability, military status or sexual orientation.

9.2 TEACHER INTENT FORMS

9.21 Teacher Intent Forms will be distributed to all teachers on or about February 1 of each year.

The form will ask the teacher's intent for the following school year. Answers may be: request conference to discuss status, re-appointment to the same position, retirement, resignation, or request for transfer to a different class, position or building. The form will be returned to the building principal on or before February 15.

9.3 INVOLUNTARY TRANSFER

9.31 From time to time, transfer of teachers to a different building will be necessary in order to:

a. adjust to enrollment changes in individual schools,

b. balance staffing in terms of experience and training,

c. provide teachers with professional growth opportunities,

d. maximize the special preparation of teachers most effectively.

9.32 When such transfer is necessary, a personal conference will be initiated with the teacher by the appropriate administrator to explain the reason(s) for the transfer.

9.33 Certification, experience, qualifications, quality of teacher performance and length of service in the district will be considered in determining selection of the teacher to be transferred.

9.34 An involuntary transfer of a staff member shall not occur within two (2) consecutive school years of each other unless financial need or student enrollment make the involuntary transfer necessary.

9.4 NOTIFICATION OF ASSIGNMENT

9.41 Prior to the conclusion of the school year, teachers will be informed by or through their building principal of their tentative grade/or subject assignment for the next school year.

9.42 No later than two (2) weeks prior to the opening of school, written notification will be given to each teacher of his/her assignment for the new school year if there is a change in the tentative assignment. Any changes in assignment following such notification will be worked out cooperatively with the teacher.

ARTICLE X - REDUCTION IN FORCE

10.1 STAFF REDUCTION

10.11 The following procedures will govern the reduction of teachers made necessary through decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, suspension of schools or territorial changes affecting the district, changes in curriculum, and shortage of funds. Such procedures may be subject to revision in order to insure compliance with State and Federal laws relating to employment decisions. The procedures contained herein for such reduction in teachers shall not pertain to any teacher non-renewed for performance reasons. The number of teachers affected by a reduction-in-force will be kept to a minimum by not employing replacements insofar as practical for teachers who retire or resign or whose limited contracts are not renewed.

10.12 The Board and Union are committed to enhancing the educational mission of providing meaningful student learning opportunities. The Board shall not intentionally create an educational program for the sole purpose of displacing employees. If the Board determines to explore the possibility of alternate programming which would result in the reduction of current staff levels and personnel it shall consult with the association at least forty-five (45) days prior to implementation, unless state law requires earlier implementation.

10.2 REDUCTION OTHER THAN BY ATTRITION

10.21 To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts due to performance, reductions will be achieved by the suspensions of teaching contracts. Suspensions shall mean that a teacher shall be placed in an inactive

state of employment from an active state of employment. In suspending contracts of teachers within each teaching field affected by the reduction in force. Teachers holding limited contracts in the area of certification/licensure shall be suspended first, followed by teachers holding continuing contracts. No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations.

10.211 Seniority. For the purpose of the suspension of contracts under this section, seniority shall be determined as follows: All teachers in the Garfield Heights City Schools shall be placed on the seniority list in each of their teaching fields. Teaching field in the secondary schools shall be that field in which the teacher is certified and has had teaching experience in the Garfield Heights Schools unless the teacher has had five (5) years or more experience in the Garfield Heights Schools, in which event, teaching field shall include those fields in which the teacher is certified. Seniority shall be determined by the length of continuous service in the Garfield Heights City Schools. Among those with the same length of continuous service, seniority shall be determined by:

a. The date of the Board meeting at which the teacher was hired; and then by

b. The date on which the teacher submitted a completed job application; and then by

c. Total teaching experience.

Length of continuous service will not be interrupted or affected by authorized leaves of absence. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of return. The teachers with continuing contract status shall have seniority greater than limited contract teachers. Teachers with continuing contract status shall have their seniority determined in accordance with the procedures stated above.

10.212 Availability of Lists. At least thirty (30) calendar days before the Board action on the reduction in teachers, the Association President shall receive in writing:

a. The list of the positions in each teaching field which are affected by the reduction in teachers;

b. The seniority lists for all teachers based upon their area(s) of certification and teaching experience in the Garfield Heights Schools;

c. The list of teachers whose contracts are to be suspended in each teaching field affected. This list shall constitute the Reduction in Force List; and

d. A list of teachers who are certified in an area or areas in which they have not had teaching experience in the Garfield Heights Schools.

10.213 Notification of Teachers. Any teacher whose contract is to be suspended as the result of the reduction in teachers shall be notified in writing of his/her intended suspension and

the reasons for said suspension of at least thirty (30) calendar days prior to the date of the Board action on the suspension. No teacher shall have his/her continuing or limited contract suspended during the term of the normal school year when such reductions are the result of decreased enrollment. Contracts may be suspended between July 1 and August 15 of any year in only the most unusual circumstances. Unusual circumstances shall be defined as an action the State of Ohio or the Federal Government that could not have been reasonably anticipated by the Board prior to July I and which warrants a Reduction in Force.

10.3 RECALL

10.31 A teacher whose name appears on the Reduction in Force list shall be returned to active employment when a vacancy becomes available for which he/she is or becomes certified so long as the teacher has a license in effect on the date the Board offers reemployment. If a teacher does not have a license in effect on the date the Board offers reemployment, s/he may remain on the recall list, but is not entitled to the position that had been offered if s/he later obtains a license effective on or before the date the position had been offered. Seniority shall not be the basis for recalling the teacher, except when making a decision between teachers who have comparable evaluations.

10.32 Teachers on the Reduction in Force list shall be returned to active employment to fill vacancies for which they are certified in the order of seniority at the time of their suspension.

10.33 No new teachers shall be employed by the Board while there are teachers on the Reduction in Force list who are certified for any vacancy in a teaching position.

10.34 In the event that a vacancy(s) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher. Said written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

10.35 If a teacher fails to accept active employment status within fifteen (15) calendar days from the date said notification was delivered, said teacher shall be considered to have declined said offer and shall be removed from the Reduction in Force list.

10.36 A teacher on the Reduction in Force list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as said teacher would have enjoyed had said teacher not been suspended.

10.37 Teachers shall remain on the Reduction in Force list for a period of twenty-four (24) months from the last day of active employment by the District unless the teacher has accepted, prior to such time, employment in another school district.

10.4 COMPARABLE EVALUATION

10.41 This section defines comparable evaluation for purposes of reduction in force and recall purposes. For the purposes of Reduction in Force, there shall be three (3) categories of comparable evaluation (Accomplished/Skilled; Developing; Ineffective) in which employees shall be placed based upon the highest evaluation rating they receive in the three (3) most recent years. Any teacher receiving a rating of Accomplished or Skilled during this time period shall be rated as Accomplished/Skilled. No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations.

In suspending contracts of teachers within each teaching field affected by the area of reduction in force, teacher holding limited contracts in the area of certification/licensure shall be suspended first, beginning with Ineffective, then Developing, then Accomplished/Skilled.

The contracts of teachers employed pursuant to a continuing contract shall not be suspended except for reasons consistent with ORC 3319.17. Continuing contract teachers shall be suspended only after all limited contracts in the area of certification/licensure. In suspending contracts of teachers within each teaching field affected by the area of reduction in force, teachers holding continuing contracts in the area of certification/licensure shall be suspended first, beginning with Ineffective, then Developing, then Accomplished/Skilled.

ARTICLE XI – LEAVES

11.1 ASSAULT LEAVE

11.11 It is recognized by the Board that in the course of performing assigned duties, physical assault upon a teacher may occur. A teacher who has been physically assaulted in connection with the performance of a professional assignment shall notify his/her administrator immediately. Within twenty-four (24) hours of the incident, the teacher, when physically able, will provide the administrator with a written report of the incident.

11.12 The administrator shall obtain a list of witnesses to said assault. A written statement of the observations of each witness is to be made and signed by the witness. Copies of the teacher's report and the written statement and observations of each witness shall be forwarded to the superintendent. Copies of the witness' statement shall also be given to the teacher(s) involved with the witnesses' approval.

11.13 If court action results, said teacher and any witnesses shall be granted leave of their professional duties and a qualified substitute provided with no loss of pay for days in court as may be requested by their legal counsel, court officials, and law enforcement officers.

11.14 The Board shall authorize its legal counsel to assist the teacher in matters of legal rights and supportive assistance if court action results. The Board's counsel will cooperate fully with the teacher and the teacher's counsel, but the Board's counsel shall not represent the teacher.

11.15 A teacher temporarily disabled as a result of physical assault shall be returned to the same position held at the time of the incident.

11.16 If an assault on a teacher results in the teacher's being unable to teach for a period of time, as documented by a medical certificate, said teacher shall be provided with leave until able to resume professional duties. Said leave shall not, for a maximum of thirty (30) school days, result in loss of pay or benefits; also, any teacher so affected shall not lose accumulated sick leave. After thirty (30) school days the teacher may elect to choose workers compensation benefits, use accumulated sick leave, or apply for disability retirement.

11.2 EXTENDED FAMILY ILLNESS LEAVE

11.21 A leave of absence without pay for up to one (1) year will be granted to a teacher for the purpose of caring for a sick member of the teacher's immediate family. Additional leave without pay may be granted at the discretion of the Board.

11.3 PERSONAL LEAVE

11.31 A bargaining unit member shall be entitled to three (3) days of unrestricted personal leave, with pay, each school year. The personal shall not be deducted from sick leave. A one-time per career use of 3 consecutive personal leave days in a row shall be granted. Any unused personal days will be rolled into sick leave at the end of the school year.

11.32 Except where circumstances make it impossible, the teacher will give to his/her principal, in writing, forty-eight (48) hours advanced notice of his/her request to use personal leave. In emergency situations, the principal shall be contacted and the teacher shall sign a personal leave form (Appendix B) and provide it to his/her principal on the morning of the teacher's return to work.

11.33 Personal leave will generally not be approved on any of the following days, except under very unusual circumstances:

a. The first (1st) and last two (2) weeks of school with students in session.

b. The school day preceding or following a holiday, winter, spring, or Thanksgiving breaks.

c. Professional Development Day and parent-teacher conference days.

Personal leave requests, that fall within the above guidelines, shall be submitted to the building principal, who shall convey the request to the District Human Resource Office.

11.4 PREGNANCY, MATERNITY, ADOPTION, PATERNITY, OR LONG TERM MATERNITY LEAVE

11.41 Leave without pay for the current semester and up to two (2) additional consecutive semesters shall be granted, upon written request by a teacher, for pregnancy, maternity, adoption, paternity and medical leave, and shall be arranged through the superintendent or his/her designee at least sixty (60) days before the beginning date of the leave except when mitigating conditions merit deviation. The teacher will receive written notification of leave specifications.

11.42 If her condition requires, a pregnant teacher may use accumulated paid sick leave for (a) disabilities resulting from her pregnancy and/or (b) her period of confinement up to eight (8) weeks from the date of the birth of the child. For medical leave beyond eight (8) weeks, the Superintendent or his/her designee will require the teacher to supply a written statement from her doctor, substantiating that a disability exists and the expected duration of such disability.

11.43 If a pregnant teacher prefers not to use accumulated paid sick leave or exhausts her accumulated sick leave, she must at that time apply for a medical leave of absence without pay. The leave shall be granted for disabilities resulting from her pregnancy and for her period of confinement. In either case, the Board will pay the premium for hospitalization and life insurance for the balance of the school year or for a period of three (3) months, whichever is shorter. When benefits are not paid by the Board, the teacher may continue to be covered by said benefits by paying the COBRA rate in advance, to the Board.

11.44 Requests for reinstatement from a medical leave of absence for pregnancy, maternity, adoption, paternity or medical leave, shall be directed to the superintendent or his/her designee no later than April 1 of the calendar year in which the teacher is requesting to return. The teacher may return at other than the beginning of a new school year per prior arrangements with the superintendent or his/her designee and approval of the Board.

11.5 LONG-TERM PROFESSIONAL LEAVE OF ABSENCE

11.51 The Board is permitted, at its discretion, to grant a leave of absence upon written request of a teacher for educational, professional, or other purposes. In exercising this discretion hereafter, the Board will pursue the general policy outlined below.

11.52 A leave of absence shall be granted upon the written request of a teacher, where illness or other disability is not the reason for the request, only upon the following conditions:

11.521 The teacher shall have been in the service of the Board for a minimum of two (2) years and be in the possession of a valid teaching certificate immediately preceding the period of the proposed absence.

11.522 The application shall have been received by the superintendent prior to the first day of April preceding the school year for which the request is made.

11.523 The only reason for which leaves will be granted shall be professional study in line with professional advancement.

11.524 The duration of the leave shall not exceed one (1) school year.

11.525 The teacher promises to return to the Garfield Heights Schools after the leave of absence.

11.53 A maximum of two percent (2%) of the teachers may be granted professional leave each year. Insofar as possible, a proportionate division of leaves will be granted to the various departments and grade levels.

11.6 SABBATICAL LEAVE

11.61 The Board recognizes that a superior educational system and a program of instruction that meets the needs of all students can only be achieved by providing for continual improvement of the teachers. Sabbatical leave is given to teachers to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research, and/or writing and travel. Applications for sabbatical leave for other types of experiences shall be considered on their merits and may be approved by the Board of Education upon recommendation of the superintendent.

11.62 A teacher may apply for sabbatical leave subject to the following requirements:

11.621 Applicant must have seven (7) full consecutive years of satisfactory service as full-time teacher in the Garfield Heights City Schools. Military leaves shall not be interrupted service.

11.622 Subsequent sabbatical leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of satisfactory service as a full-time teacher.

11.623 A maximum of two percent (2%) of the teachers may be granted sabbatical leave each year. Insofar as possible, a proportionate division of leaves will be granted to various departments and grade levels.

11.624 A sabbatical leave may be granted for a period of one (1) full semester or two (2) full consecutive semesters within the same year.

11.625 The applicant must sign an agreement to return to service with the Board immediately upon termination of sabbatical and continue in such service for a period of two (2) years unless causes beyond his/her control prevent such service. If service is terminated before the end of the two (2) years, a salary refund to the Board will be due proportionate to the amount of agreed-upon service not actually rendered.

11.63 Requirements and status while on sabbatical leave are defined as follows:

11.631 Compensation of the teacher on sabbatical leave shall be the difference between the base salary he would receive if on active status for the period in which the leave is effective and the salary of a satisfactory substitute.

11.632 A teacher on sabbatical leave shall be considered to be in the employ of the Board, shall have a contract, and shall be entitled to participate in any benefits that may be provided for by the rules and regulations of the Board. However, the Board shall not be held liable for death or injury sustained by any teacher while on sabbatical leave.

11.633 Payment of salary and withholdings for taxes and retirement shall be made in accordance with the provisions of the Board for payment of salary to other teachers. It is the responsibility of the teacher to keep the Superintendent informed as to any changes in address.

11.634 A sabbatical leave granted to a teacher shall also operate as a leave of absence without pay from all other school activities.

11.64 A teacher upon return from sabbatical leave shall enjoy the following privileges and benefits:

11.641 Terms of sabbatical leave shall entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following his return to service in the system.

11.642 At the expiration of a sabbatical leave, the teacher shall be restored to his position or to a position with like status and pay.

11.643 Upon return from sabbatical leave, a report must be submitted to the Superintendent containing transcripts of all university work completed while on leave and detailed data as to the activities of the teacher together with the teacher's appraisal of the professional value of the experience or knowledge gained while on leave and the manner in which such experience or knowledge may be used for the benefit of the students of the schools of this District. This report shall be due the first day of the month following the applicant's return to service with the Board.

11.7 SICK LEAVE

11.71 All teachers shall receive full compensation for absence due to illness as specified in the Ohio Revised Code.

11.72 All teachers shall receive full compensation for absence as specified in the Ohio Revised Code.

11.73 Sick leave may be accumulated at the rate of fifteen (15) days per year to a maximum of 245 days.

11.74 In granting sick leave because of death in the teacher's immediate family, it is agreed that immediate family shall include the following: spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother or sister.

11.75 Such time as is needed, not to exceed three (3) days for each such occasion, shall be granted in the event of death of a teacher's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece, or nephew, unless said relative is a member of the immediate household, in which event the leave shall be granted in accordance with Section 3319.141 of the Ohio Revised Code.

11.76 A teacher shall receive full pay for absence in excess of his/her accumulated absence credit, provided that the total absence for which he/she may be paid during a particular year of service shall not exceed the number of days of absence credit which he/she is expected to earn during that work year and provided further that all days of absence with pay shall be deducted from the absence credit to the teacher during the year.

11.77 If medical attention is required, the teacher's statement shall list the name of the attending physician and the dates when he/she was consulted. The teacher shall not be required to supply a "physician's statement" except that after a prolonged illness the superintendent may require a statement indicating that the teacher is physically able to carry out his/her assigned duties.

11.78 An absent teacher will call his/her principal before 2:30 p.m. if he/she will return to duty the next school day.

11.79 A teacher requesting sick leave shall follow the established call-in procedure promptly so that substitute service can be arranged, if necessary.

11.791 The Board is required by law, upon written request of a teacher, to grant a leave of absence for a period of not more than two (2) consecutive school years where illness or other disability is the reason for the request.

11.792 If a teacher exhausts sick leave due to a catastrophic illness as classified by a medical physician, but has not qualified for disability retirement benefits, the GHTA President and Superintendent in consultation shall authorize the donation from each teacher of up to two (2) days from their own sick leave accumulation to be credited to the sick leave accumulation of the teacher, up to a maximum of thirty (30) days for the duration of this Agreement provided that this provision can be administered in such a way that the sick leave transferred cannot be counted by S.T.R.S. in determining disability eligibility. Any donation of sick leave days shall be in writing and signed by the donating teacher and shall specify the teacher to whom the day(s) are donated. Solicitation for the donation of days shall be done by the G.H.T.A. President. Once donated to a teacher who has exhausted sick leave, the donated sick leave days shall be used in accordance with this provision.

11.8 FEDERAL FAMILY AND MEDICAL LEAVE

11.81 Such leave Employees who qualify shall be entitled to a leave of absence under the Family and Medical Act Leave of 1993 (FMLA). Such leave shall not limit or lessen the leave provisions of the Agreement. To the extent that provisions of the FMLA are covered by paid leave provisions of this Agreement, the twelve (12) weeks of leave and benefit

coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid leave benefits.

11.9 GROUP INSURANCE WHILE ON LEAVE

11.91 Teachers while on a Board approved leave of absence, shall be entitled to remain covered by any group insurance through the employee's full contribution of premiums to the Board, with monthly payments made in advance by the first of each month.

11.92 The Consolidated Omnibus Budget Reconciliation Act, COBRA, enacted in 1986, provides covered employees the opportunity of purchasing health benefits for themselves and their dependents/beneficiaries when coverage is terminated for the following reasons: job loss, reduction in hours, separation, divorce, death and/or dependent child ceases to be a dependent child. The duration of coverage under the COBRA provisions is 18 to 36 months depending upon the condition of eligibility.

11.10 WORKERS' COMPENSATION-Transitional Work Program

11.101 All employees covered under this agreement are protected under the State Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.

11.102 Any injury incurred while performing assigned responsibilities shall be reported immediately to the Assistant Superintendent Human Resources, injured employee's supervisor or other designated representative within seventy-two (72) hours following a serious injury where normal reporting is not possible. The investigative report will indicate whether it is a medical only or a regular disability claim. The treasurer of the district shall provide all necessary forms and instructions on how to complete forms to the injured employee. The treasurer shall then file the forms with the Bureau of Worker's Compensation in proper and timely manner.

11.103 Any employee may elect to use his/her accumulated sick leave in conjunction with medical benefits under Worker's Compensation but cannot receive both sick leave and wage reimbursement under Worker's Compensation.

11.104 Employees may elect to use sick leave as an advancement and when compensation is paid, employee shall repay the Board and have sick leave pay reinstated. The Board shall prepare an agreement form to be signed by both parties immediately after the accident which will be filed with the Bureau of Workers' Compensation. [Ref: Adm. 4123-5-20 (c).]

11.105 The union will provide representatives to a district safety committee that will meet periodically.

11.106 It is the policy of Garfield Heights City Schools to effectively manage workers' compensation losses and invoke cost containment measures for workers' compensation claims while maintaining the working status of our employees.

11.107 The aim of this program is to provide employment after the onset of a work related injury, accident or illness; allowing for reasonable accommodations and/or alternative positions within the school district based on any restrictions established by the Physician of Record. Transitional work is a temporary accommodation.

11.108 The Transitional Work Program is available to any employee who sustains a work related injury, occupational disease or illness that is likely to result in lost time from the job. Each transitional work assignment will be treated independently of others. The injured worker must have the potential per the Physician of Record to return to his/her original job with permanent modifications or other targeted job by the end of the transitional work assignment. Employees who are expected to have a temporary period of job performance limitations (defined as a limitation that is anticipated to last no more than ninety (90) calendar days) will be considered for participation in the program.

11.11 CATASTROPHIC LEAVE PROCEDURE

Any GHTA member with five (5) years of good standing in the GHTA may request to utilize the GHTA Catastrophic Leave Procedure ("CLP"). GHTA leadership recognizes that extreme exceptions to this requirement may occur. The CLP may be accessed no more than twice during a member's career.

The GHTA Executive Board shall manage the Catastrophic Leave Procedure ("CLP"). The CLP shall be implemented for the express purpose of providing additional sick leave days to those bargaining unit members who have suffered from a catastrophic illness or serious accident that prohibits them from returning to work and performing their normal job responsibilities. This shall also include a catastrophic illness of a spouse or child, when the spouse or child is a permanent resident of the employee's home and when the sick leave beneficiary is a primary caretaker.

a. Upon receipt of a request for catastrophic leave from a bargaining unit member, the GHTA Executive Board may approach bargaining unit members to secure donated days (using the Catastrophic Leave Donation Form) to be used to satisfy a catastrophic leave request approved under this section. The GHTA Executive Board must provide the Treasurer the original Catastrophic Leave Donation Forms so they may be processed upon approval of a catastrophic leave request. If more than one (1) person is donating days, the GHTA Executive Board will provide a list in writing to the Treasurer of the order in which sick days will be donated.

b. The GHTA Executive Board may award a maximum of fifteen (15) days per request to a member who submits his/her initial request and if he/she meets the qualifications for eligibility. The GHTA Executive Board shall notify the board Treasurer in writing, the number of days a member is to be awarded. The member will only be entitled to those days which are essential. If days allotted are greater than the need, the GHTA Executive Board shall identify to the Treasurer in writing the donor member(s) to whom the unused donated days shall be returned.

c. If it becomes apparent that he/she will not be able to return to work at the expiration of the first fifteen (15)-day period awarded, the member may reapply for an additional fifteen (15) days, not to exceed the maximum allotment of thirty (30) days. The additional allotment of days determined will be the final decision of the GHTA Executive Board.

d. A member may only apply for days after he/she has exhausted all available leaves.

e. A member applying shall be required to provide the GHTA Executive Board with medical certification from a licensed physician attesting the member's condition is a major illness or serious injury that will require at least twenty (20) consecutive days of recovery, the GHTA Executive Board, at its discretion, may require a second medical opinion.

f. The decision of the GHTA Executive Board regarding the approval or disapproval of requests for sick leave days from the GHTA "CLP" shall be a final decision and shall not be appealable through any internal grievance process or external legal proceeding. Neither GHTA nor the Garfield Heights Board of Education shall be held liable for the approval or disapproval of request for sick days in the GHTA "CLP".

g. Elective medical procedures (or procedures including surgery, which can be performed during a time period where it would not impact on employment time) shall not be approved.

h. If adequate and compliant information and medical certification is provided and a request is approved, the GHTA Executive Board will notify the employee and the Treasurer's office in writing, of its decision within forty-eight (48) hours after reviewing the information and certification. The GHTA Executive Board must have a minimum of five (5) GHTA Executive Board members to convene.

All medical information will be kept confidential.

ARTICLE XII - EMPLOYMENT OF RETIRED TEACHERS

The parties agree to abide by the following terms and conditions relating to the re-employment of a teacher following such teacher's service retirement. Specifically, the parties agree that:

12.1 EMPLOYMENT/RE-EMPLOYMENT

12.11 The board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is not expectation of continued employment or re-employment when a teacher retires from the Garfield Heights City Schools.

12.2 SALARY SCHEDULE PLACEMENT

12.21 At the discretion of the Board of Education, the re-employed teacher will start with salary schedule placement experience of up to a minimum of step 1 and a maximum of step 5. The re-employed teacher will be advanced one (1) year on the salary schedule for each year of employment service in the district.

12.3 SICK LEAVE

12.31 The re-employed teacher shall commence employment with zero (0) days of accumulated sick leave.

12.4 SENIORITY

12.41 Seniority for retired teachers newly hired by the Board as well as for retired Garfield Heights City Schools teachers returning to employment with the Board after retirement will be zero (0) upon such employment, and all references in the collective bargaining agreement to "years of service with the district," etc. shall mean years of service earned after employment by the Board following retirement.

12.5 CONTRACT

12.51 Teachers employed by the Board after retirement shall not be eligible for continuing contracts and are restricted to limited contracts of employment.

12.6 RETIREMENT INCENTIVE/SEVERANCE PAY

12.61 Re-employed teachers are not eligible to participate in any retirement incentive program, but they are eligible for regular severance pay.

12.7 CONTRACT OF EMPLOYMENT

12.71 The contract of employment will be for one (1) year and is automatically non renewed at the conclusion of that year without the need for compliance with ORC Sections 3319.11 and 3319.111. Re-employed teachers will be evaluated pursuant to Section 9.4.

12.8 DURING REDUCTION IN FORCE

12.81 In the event of a reduction in force, the re-employed teacher will not have any bumping rights.

12.9 EFFECT ON EXISTING PROGRAMS

12.91 Such re-employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.

12.10 BARGAINING UNIT

12.101 Subject to these provisions, re-employed teachers are part of the bargaining unit.

12.11 SICK LEAVE ACCUMULATION

12.111 Re-employed persons are eligible for sick leave accumulation commencing with the first year of such re-employment.

ARTICLE XIII - PART TIME/SHARED POSITIONS

13.1 REQUEST FOR

13.11 Part time or shared positions can be requested but not necessarily granted. In determining such request, the superintendent will use the following criteria:

- availability of part time teachers.
- continuity within the classroom
- feasibility and appropriateness of proposal

13.2 SUBMISSION OF PROPOSAL

13.21 It is the responsibility of requesting teacher(s) to submit in writing such proposal to the superintendent for his/her consideration.

13.3 LENGTH OF ASSIGNMENT

13.31 Under any circumstances, such positions shall be for one (1) school year, subject to reappraisal, discontinuation and modification, at the end of each year. The decision of the superintendent is final and not grievable.

13.4 FRINGE BENEFITS

13.41 To be eligible to receive fringe benefits, a part time teacher must be employed at least three-fifths (3/5) time.

ARTICLE XIV - WAGES, HOURS, TERMS OF EMPLOYMENT

14.1 CONTRACTS

14.11 The Garfield Heights City Schools will continue to function within the legal process regarding contractual obligations. The Garfield Heights City Schools will continue to use approved forms for contractual obligations.

14.12 The Board shall provide every teacher an individual written contract in keeping with the provisions of the Ohio Revised Code and Board-adopted policies.

14.13 Limited Contracts

14.131 All teachers shall be given one (1)-year contracts until qualified for and awarded continuing status.

14.132 Such contracts shall be signed by the teacher and the appropriate Board officers and shall set forth the salary to be paid. The teacher's training classifications shall be shown on the contract.

14.133 Contracts of re-employment shall normally be issued to all teachers to be reappointed on or about May 15 each year.

14.134 Those teachers holding limited contracts shall normally be notified of salaries within thirty (30) days of the regular May Board of Education Meeting. Such annual notice shall set forth the teacher's training classification.

14.14 Continuing Contracts

14.141 Continuing contracts shall be granted to those teachers qualified as to certificate and service and recommended to the Board by the Superintendent of Schools. Such contracts shall be signed by the teacher and the appropriate Board officers and shall set forth the salary to be paid. The teacher's training classification, step on schedule, and blocks of credit earned shall be shown on the contract.

14.142 Those teachers holding continuing contracts shall normally be notified of salaries within thirty (30) days of the regular April Board of Education Meeting. Such annual notice shall set forth the teacher's training classification.

14.15 Supplemental Contracts

14.151 All teachers assigned additional responsibilities and/or granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code.

14.152 Contracts of employment shall be issued for the term of not more than one (1) year to all teachers performing assigned supplemental duties in addition to regular teaching duties.

14.153 Such contracts shall set forth the supplemental duties to be performed including the compensation to be paid. All contracts shall be signed by the teacher and the appropriate Board officers.

14.154 Renewal considerations for a non-teacher supplemental issued previously where no teacher expressed interest will be given equal consideration to his/her qualifications as that of a teacher making new application.

14.2 SALARY REDUCTION PICK-UP

14.21 The Board shall implement the salary reduction pick-up to STRS as mandated by the Ohio Revised Code.

14.3 CONTRACTUAL PAYOFF FOR RETIREES

14.31 Those employees retiring on or before July 1st, all remaining earned wage will be paid in the last paycheck in June.

14.32 Medical Insurance for retiring employees will terminate as of June 30th.

ARTICLE XV - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

15.1 Local Professional Development Committee

The Garfield Heights City Schools Local Professional Development Committee (LPDC), operating under the requirements of OAC 3301-24-08, and policies established by the Garfield Heights Schools Board of Education, will review all certificate/license renewal applications for all certificated/licensed employees, The LPDC is the official body through which Garfield Heights School District certificated/licensed employees must seek credential renewal.

ARTICLE XVI - FRINGE BENEFITS

16.1 Hospitalization and Major Medical Insurance

16.11 Eligibility: All employees who are scheduled to regularly work more than thirty (30) hours per week shall be eligible for Board paid health insurance, major medical insurance, prescription coverage, dental insurance and Vision Care.

The Board shall contract for and provide health insurance, major medical insurance, prescription coverage, dental insurance, and Vision Care, family or single, as appropriate, for eligible certified/licensed employees. The Board will offer the following plans and all eligible employees will pay the following monthly contributions:

SuperMed Garfield Plan see schedule in Appendix C-1:

The employee monthly contribution shall equal thirteen percent (13%) of the cost of the Board's premium.

The SuperMed Plan will be made available only through December 31, 2026. As of January 1, 2027, the SuperMed Plan shall be eliminated as a plan option.

Garfield Heights Preferred Provider Organization Plan ("Garfield Heights PPO Plan"):

Effective January 1, 2027, any and all existing PPO plans for eligible employees shall be eliminated in their entirety and shall be replaced completely and in full with the Garfield Heights PPO Plan.

The employee monthly contribution shall equal thirteen percent (13%) of the cost of the Board's premium.

The Appendix for the Garfield Heights PPO Plan shall be updated to reflect the deductibles – see Appendix C-2.

Garfield Heights High Deductible/Health Savings Account Plan ("Garfield Heights HD/HSA Plan") – see schedule in Appendix C-3:

Effective January 1, 2027, all eligible employees will be given the option to voluntarily enroll in the Garfield Heights HD/HSA Plan.

All eligible employees shall pay the following monthly contributions to the Garfield Heights HD/HSA Plan:

Effective January 1, 2027, the employee monthly contribution to the Garfield Heights HD/HSA Plan premium shall be thirteen percent (13%), and the Board monthly contribution to the Garfield Heights HD/HSA Plan premium shall be eighty-seven percent (87%).

The Board shall make annual contributions to the Garfield Heights HD/HSA Plan of eligible employees in the following amounts:

One Thousand Dollars ($1,000.00) to eligible employees with a Single Coverage HD/HSA Plan.

Two Thousand Dollars ($2,000.00) to eligible employees with a Family Coverage HD/HSA Plan.

Minimum Value Plan see schedule in Appendix C-4:

There shall be no monthly contribution for employees choosing the minimum value plan.

Any monthly contribution shall be payroll-deducted equally over twenty-four (24) pays.

Employees shall have the opportunity to open enroll one (1) time per year (September 1 through September 30) in one (1) of the three (3) available plans.

The Board of Education will follow all federal health care mandates. Any modifications to Article 16 that require a sixty (60)-day wait period under federal law prior to implementation will take effect sixty (60)-days after the required notification has been provided.

Those eligible certified/licensed employees who elect not to participate in the District's health insurance program shall be eligible for a lump sum payment of Two Thousand Dollars ($2,000) if eligible for the family plan and Nine Hundred Dollars ($900) if eligible for single coverage. In the event a husband and wife are both employed by the Board and one (1) elects family health care coverage:

A. The other spouse shall not be entitled for this lump sum payment.

B. The other spouse shall not be entitled to elect single coverage or family health care coverage unless family coverage is required for one of the other spouse's

dependents or any other demonstrated reason mutually agreed upon by the Board and the Association.

16.12 The Board shall provide a plan to allow for tax deferment of monthly contributions where permissible by law.

16.13 Spousal Insurance

This provision becomes effective March 1, 2013. If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance, sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s) OR in lieu of the employer (or public retirement plan) sponsored group insurance coverage(s) may secure his/her own individual health insurance policy.

This requirement does not apply to any spouse who is also employed by the Garfield Heights City Schools. This requirement also does not apply to any spouse who works less than thirty (30) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage. This requirement also does not apply to any spouse if an Health Savings Account ("HSA") is the only option that spouse has for health insurance.

Except for those eligible employees enrolled in the Garfield Heights HD/HSA Plan in which spousal / secondary coverage is not an option and/or available, upon the spouse's enrollment in such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits. If an employee's spouse enrolls in his/her employer's health insurance, the employee shall not be required to enroll in single coverage offered by the Board of Education, provided the employee is eligible for family coverage.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

If an employee submits false information or fails to timely advise the Board of Education of his/her spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Board of Education Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Board of Education Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board of Education Plan. Any amount to be reimbursed may be deducted from the benefits to which the employee would otherwise be entitled. In addition, your spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Any employee submitting false information will be subject to disciplinary action, up to and including termination of employment.

For employee spouses who are enrolled in their employer's insurance plan or in lieu of enrolling in their employer's plan secured his/her own individual health insurance policy, the Board agrees to reimburse employees up to One Hundred Twenty-Five Dollars ($125.00) per month of actual documented premium costs paid by the employees spouse to his/her employer for single and prescription drug medical coverage. Such reimbursement shall be tax-free. Requests for reimbursement with attached documentation demonstrated that such premium contributions were made shall be submitted to the Treasurer's office.

16.2 Group Life Insurance

16.21 The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each teacher, Life insurance shall be furnished in the amount of Fifty Thousand Dollars ($50,000.00). The Board will attempt to make arrangements with the present carrier so that members of the unit can purchase additional life insurance at group rates on increments of Five Thousand Dollars ($5,000.00). The cost of such additional insurance is to be paid entirely by the Teacher.

16.3 Severance Pay

16.31 Severance pay to teachers shall be granted by the Board with the following conditions:

16.32 The teachers must have at least five (5) years' service with the Garfield Heights City Schools.

16.33 Severance pay is granted only to those teachers who reach retirement age while actively employed by the Board, and have been granted retirement by the State Teachers Retirement System.

16.34 Half payment will be made in one (1) lump sum within sixty (60) days after proof of retirement, and half deferred severance pay to July 1st after the calendar year in which he/she retires. For those who retire with twenty-five (25) days or less severance, the option of receiving severance in one (1) lump sum will be available.

16.341 Deferral of Severance Pay

Retiring teachers who are entitled to severance pay shall have their "Severance Pay" mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). This arrangement shall be referred to herein as the "403(b) Plan". The provisions of this section are effective for all employees whose retirement effective dates are after the date of this agreement. Any deferral under the 403(b) Plan shall meet applicable IRS regulation requirements.

The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of VOYA. A participant in the 403(b) Plan shall complete the VOYA enrollment forms, and unless and until a retiring teacher does so, no contribution of Severance Pay shall be made to the 403(b) Plan on behalf of the retiring teacher. A successor company or companies may be selected at any time by mutual agreement of the Board and the Association.

If a retiring teacher is entitled to have a contribution paid to the 403(b) Plan, completed necessary VOYA enrollment forms, and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the 403(b) Plan provider and then paid to a Beneficiary of the retiring teacher in accordance with the terms of the 403(b) Plan, unless otherwise ordered by a probate court.

The Plan Year of the 403(b) Plan shall be the calendar year.

All contributions to the 403(b) Plan and all deferrals to a TSA shall be subject to reduction for any tax withholding or other withholding that the Treasurer in his/her sole discretion, determines is required by law. Neither the Board nor the Association guarantee any tax results associated with the 403(b) Plan or deferrals to a TSA.

16.35 Severance pay is granted only to those teachers who reach retirement age while actively employed by the Board, and have been granted retirement by the State Teachers Retirement System.

16.36 Teachers will be paid for one-half (1/2) of their sick leave balance at the time of retirement up to a maximum of one-half (1/2) of one hundred ninety-five (195) days at the per diem rate at the time of retirement.

16.37 Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued but unused by the teacher at the time payment is made.

16.4 Merit Incentive for Attendance

16.41 Each teacher, full or part-time, who has used no sick or personal leave or leave without pay during a quarter shall receive a merit incentive for attendance of One Hundred Dollars ($100) for that quarter. If a teacher uses sick leave on a day of an injury/accident that occurred at work, it shall not count as sick leave for purposes of this Provision. Payment of the incentive shall be made no later than the second pay following the close of the semester. This section 16.41 shall be null and void effective upon the ratification date for

the 2025-27 collective bargaining agreement. If the parties do not agree to continue Section 16.42 beyond June 30, 2027, this Section 16.41 shall be reinstated into the agreement.

16.42 By the last pay in June, any teacher who uses less than five (5) sick days in the school year shall receive a one-time, lump sum payment of One Thousand Dollars ($1,000.00).

For the 2025-2026 contract year, if an employee has received any payment under Section 16.41 and is eligible for the payment under Section 16.42, the One Thousand Dollars ($1,000.00) payment shall be reduced by the amount received in Section 16.41. For example, if an employee has received two (2) quarters of merit incentive under Section 16.41 and is entitled to the incentive payment under Section 16.42, the employee will receive Eight Hundred Dollars ($800).

The Parties understand and agree that the opportunity for this one-time, lump sum payment is effective for the 2025-2027 contract only and shall expire on June 30, 2027, unless the Parties expressly agree in writing to extend this Section 16.42.

16.5 Health Care Committee

The Board shall convene a health care committee comprised of the Treasurer/Director of Business Services, Director of Human Resources, the GHTA President and one (1) representative of his/her choice, and the OAPSE President and one (1) representative of his/her choice. The HC Committee shall meet in October to discuss its operation during the school year. The purpose of the HC Committee shall be to make recommendations designed to optimize the quality of health care available to the District's employees and improve the cost effectiveness of the health insurance program. Committee members shall review data, collaborate on examining options in plan design, and ultimately consider recommending plan design changes to their respective constituents.

ARTICLE XVII - SUPPLEMENTAL ASSIGNMENTS

17.1 New positions may be created by the administration, but the salaries for said positions shall be established with the association president's input prior to Board approval.

17.2 Nothing in this agreement shall violate Title IX regulations.

17.3 This negotiated agreement does not guarantee that supplemental assignments and positions, in part or in whole, be in existence or filled over the duration of this contract.

17.4 Posting of supplemental contract openings shall follow provisions of Ohio Revised Code.

17.5 Volunteers shall not be used to replace existing supplemental positions.

ARTICLE XVIII - SUPPLEMENTAL SALARY SCHEDULE

18.1 The supplemental salary schedule defines the compensation levels for extra- curricular coaching assignments, co-curricular positions, and department chairperson responsibilities.

18.2 Seasonal supplementals will be paid in three equal pays during the season: first pay preseason, second pay mid-season, and third pay at completion of duties, however any such payments shall be prorated should the applicable season not be completed due to circumstances outside the Board's control (including insufficient student participation). If a coach is Board-approved for the season and engages in work prior to the involvement of students, the coach shall be paid for the first installment ("preseason").

See Supplemental Salary Schedule attached as Appendix E.

ARTICLE XIX - SALARY SCHEDULE

19.1 The salary schedule for staff shall be as attached (Appendix D) and reflect the following:

a. For the 2025-2026 contract year, there will be a one percent (1.0%) increase on the base salary, retroactive to the beginning of the 2025-26 contract year. However, the increase shall not retroactively apply to the supplemental salary schedule, hourly rates, per diem or any other compensation or wage provided in the contract. Effective upon ratification of this agreement in the 2025-26 contract year, the base increase will be applied to hourly rates and per diem prospectively; however, the increase will not apply to supplemental salaries for the 2025-26 contract year.

b. For the 2026-2027 contract year, there will be a two percent (2.0%) increase on the base salary.

19.2 All hours beyond the Bachelor's and Master's degree are graduate semester hours and must be in the area of current teacher certification, work towards a new area of teacher certification, and in an accredited department of graduate education.

ARTICLE XX - CONTRACT DURATION

20.1 The agreement commences July 1, 2025, and continues in full force and effect through midnight, June 30, 2027. If during the term of this agreement there is a change in any applicable federal or state law which would invalidate any provisions of this agreement, the parties will meet to resolve any necessary changes in the agreement relative to the affected provision only.

20.2 In witness thereof, the parties have caused their names to be subscribed this ___ day of _____, 2026.

20.3 The Parties agree that upon reaching an agreement, it is their intent to follow the agreement and that any concerns regarding alleged discrimination in regard to hire or tenure or any term or condition of employment on the basis of the exercise of rights guaranteed by

Chapter 4117 of the Ohio Revised Code will be addressed under the procedures in O.R.C. 4117.11(A)(3).

The Board of Education of the Garfield Heights City Schools

Samuel Vawters
Interim Superintendent

Thandeka Cox
Board President

Phyllis East
Interim Treasurer

Garfield Heights Teachers' Association

Jeff Cunningham
President

Psychologist Performance Evaluation Rubric

The ***Psychologist Performance Evaluation Rubric*** is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the Psychologist.

Domain A- Assessment- Evaluation					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
A	A1. Demonstrating knowledge of state and federal regulations.	The School Psychologist demonstrates no knowledge of specific federal and state rules. He or she is not aware of the requirements of informed consent, confidentiality, and due process. The School Psychologist is not able to discuss the basic concepts of IDEA.	The School Psychologist demonstrates little knowledge of specific federal and state rules. He or she has a limited understanding of the requirements of informed consent, confidentiality, and due process. The School Psychologist is able to discuss the basic concepts of IDEA.	The School Psychologist refers to specific federal and state rules verbally and in writing, using appropriate terms when need. He or she ensures that informed consent has been obtained from parents and/or guardians, including clear and concise explanations of confidentiality and due process. The School Psychologist is able to discuss the essential concepts of IDEA including the definitions of LRE and FAPE.	The School Psychologist has extensive knowledge of and refers to specific federal and state rules verbally and in writing, using precise terms when needed. He or she ensures that informed consent has been obtained from parents and/or guardians, including clear and concise explanations of confidentiality and due process. The School Psychologist has a thorough knowledge of IDEA, including the definitions of LRE and FAPE.
	Evidence				
	A2. Demonstrating knowledge of district procedures for responding to referrals for special education services.	The School Psychologist does not follow district procedures for responding to referrals for special education services and shows an unawareness of those procedures.	The School Psychologist is aware of district procedures in responding to referrals for special education services, but is inconsistent in implementing them.	The School Psychologist follows district procedures in response to referrals for special education services consistently in writing and contains the minimal required amount of information.	The School Psychologist follows district procedures in response to referrals for special education services, thoroughly in writing and consistently. The information provided in writing leads a reviewer to understand why an evaluation was/was not conducted.
	Evidence				

Domain A- Assessment- Evaluation					
		Ineffective	Developing	Skilled	Accomplished
School Psychologist Program	A3: Demonstrating valid assessment and interpretation	The School Psychologist uses the same instrument for all children regardless of their age, culture, primary language, or suspected disability. He or she administers the assessment in a haphazard or non-standard manner. The School Psychologist offers no interpretation of the results.	The School Psychologist uses the same assessment instrument for all children regardless of their age, culture, primary language, or suspected disability. He or she administers the assessment in non-standard manner. The School Psychologist offers limited interpretation of the results.	The School Psychologist selects assessment instruments that are valid given the age, culture, primary language, and suspected disability of the child. He or she administers the assessment instruments in a standardized manner and is able to discuss the limitations of the instrument when asked.	The School Psychologist selects assessment instruments that are valid given the age, culture, primary language and suspected disability of the child. He or she administers the assessment instruments in a standardized manner and provides an accurate interpretation. The School Psychologist discusses and includes a written statement regarding the limitations of the instruments in cases where validity or reliability is in question.
	Evidence				
	A4: Chairing the Evaluation Team	The School Psychologist declines to assume leadership of the evaluation team. The ETR does not utilize other team members and does not match what was outlined in the Planning Form (PR01).	The School Psychologist assumes leadership of the evaluation team when directed to do so, preparing adequate Evaluation Team Reports. The ETR shares limited information to plan for educational purposes or to determine eligibility and the difficult to read.	The School Psychologist assumes leadership of the evaluation team as a standard expectation and prepares detailed Evaluation Team Reports. The ETR demonstrates adequate understanding of the child's unique learning needs.	The School Psychologist assumes leadership of the evaluation team and takes initiative in assembling materials for meetings. Evaluation Team Reports are prepared in an exemplary manner. The ETR is comprehensive, well written, easy to interpret, and can be used to determine eligibility, guide instruction and/or assist in IEP goal development.

Domain B- Consultation, Interventions, Communication and Collaboration				
B1: Establishing rapport with students and families.	The School Psychologist's interactions with students and families are negative or inappropriate.	The School Psychologist's interactions with students and families are a mix of positive and negative. The School Psychologist's efforts at establishing rapport are partially successful.	The School Psychologist's interactions with students and families are positive and respectful.	The School Psychologist's interactions with students and families are positive and respectful. Rapport is well established.
Evidence				
B2: Demonstrating knowledge of resources, both within and beyond the school and district	The School Psychologist demonstrates little to no knowledge of resources for students available through the school or district.	The School Psychologist demonstrates basic knowledge of resources for students available through the school or district.	The School Psychologist demonstrates thorough knowledge of resources for students available through the school or district and some familiarity with resources outside the district.	The School Psychologist demonstrates extensive knowledge of resources for students available through the school or district and in the larger community.
Evidence				
B.3 Demonstrating collaborative problem-solving.	The School Psychologist does not communicate student concerns or definitions remain vague. Target behaviors, representing the level of performance the student will need to reach to meet expectations, are not specified.	The School Psychologist communicates student concerns in basic terms. Target behaviors the represent the level of performance the student will need to reach are vague.	The School Psychologist communicates student concerns in observable and measurable terms. Target behaviors are identified that represent the level of performance the student will need to meet expectations.	The School Psychologist communicates in observable and measurable terms. The School Psychologist asks guiding questions to help the team prioritize student concerns to address target behaviors. Interventions and assessment procedures are identified to allow the student access to the general curriculum.
Evidence				

Domain B- Consultation, Interventions, Communication and Collaboration				
B4: Working with the team to plan interventions to maximize students' likelihood of success.	The School Psychologist fails to work with the team to plan interventions suitable to students, or interventions are mismatched with the findings of the assessments.	The School Psychologist works with a team to develop plans for students that are partially suitable for them or are sporadically aligned with identified needs.	The School Psychologist works with a team to develop plans for students that are suitable for them and are aligned with identified needs.	The School Psychologist works with the team to develop comprehensive plans for students, finding ways to creatively meet student needs.
Evidence				

Domain C - Professionalism				
	Ineffective	Developing	Skilled	Accomplished
C1: Showing Professionalism	The School Psychologist fails to understand and follow regulations, polices, and agreements.	The School Psychologist understands and follows district policies and state and federal regulations at a minimal level.	The School Psychologist meets ethical and professional responsibilities with integrity and honesty. The School Psychologist models and upholds district policies and state and federal regulations.	The School Psychologist meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the school.
Evidence				
C2. Maintaining accurate records.	The School Psychologist's records are in disarray; they may be missing, or stored in an unsecured location.	The School Psychologists records are accurate and stored in a secure location.	The School Psychologists' records are accurate, well-organized, and stored in a secure location.	The School Psychologists' records are accurate, well organized, and stored in a secure location. They are written to be understandable to another qualified professional.
Evidence				
C3. Engaging in Professional Development	The School Psychologist does not participate in professional development activities, even when such activities are clearly needed for the on-going development of skills.	The School Psychologist's participation in professional development activities is limited to those that are convenient or required.	The School Psychologist seeks out opportunities for professional development based on an individual assessment of need.	The School Psychologist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops and/or presentations to colleagues or supervising practicum or intern students (if approached).
Evidence				



Print Name

PERSONAL LEAVE FORM

I hereby certify that I am not using my personal leave in violation of the Negotiated Agreement. I understand that the filing of a false statement under this section constitutes a violation of the provision and may be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable, including denial of pay for the day taken.

This leave will be (was) taken on _____
(Date)

_____ _____
Employee's Signature Building/School

_____ _____
Date Subject/Grade Level or Assignment

_____
Principal's Signature

The employee will receive notification once approved.

Garfield Heights Health Benefit Plan Medical Mutual		
	SuperMed Garfield Plan	
Benefits	**Network**	**Non-Network Facility Charges**
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26; Removal upon Birth Date	
Working Spouse Language	Applies to Medical & Prescription Drug	
3 Month Deductible Carryover	Does Apply	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Does Not Apply	
Blood Pint Deductible	2 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible - Single / Family[1]	$150 / $300	$300 / $600
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single / Family	$750 / $1,500	$1,500 / $3,000
Maximum Out-of-Pocket Including Deductible - Single / Family	$900 / $1,800	$1,800 / $3,600
Physician/Office Services		
Office Visit (Illness/Injury)[2]	$20	70% after deductible
Specialist Office Visit[2]	$20	70% after deductible
Urgent Care Office Visit[2]	$20	70% after deductible
All Immunizations	100%	70% after deductible
Preventative Services		
Preventive Services, in accordance with state and federal law[3]	100%	70% after deductible
Routine Physical Exam (Age 21 and older; one exam per benefit period)[2]	100%	70% after deductible
Well Child Care Services (Birth to age 21)[2]	100% (Including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests; 31 visits per Lifetime)	70% after deductible
Well Child Care Laboratory Tests (Birth to age 21)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible

Garfield Heights Health Benefit Plan Medical Mutual		
	Supermed Garfield Plan	
Benefits	**Network**	**Non-Network Facility Charges**
Preventative Services		
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Age 9 and over, one each per benefit period)	100%	70% after deductible
Routine Prostate Specific Antigen (PSA)	100%	70% after deductible
Routine Colonoscopy/Sigmoidoscopy (Age 50 and over)	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional	90% after deductible (20 visits per benefit period combined with Chiropractic Therapy. Additional visits subject to medical review.)	70% after deductible
Chiropractic Therapy - Professional Only	90% after deductible (20 visits per benefit period combined with Chiropractic Therapy. Additional visits subject to medical review.)	70% after deductible
Speech Therapy - Facility and Professional	90% after deductible (20 visits per benefit period)	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room[4]	$100 copay, then 90%	$100 copay, then 70%
Non-Emergency use of an Emergency Room[5]	$100 copay, then 90%	$100 copay, then 70%
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible (120 days per benefit period)	70% after deductible

Garfield Heights Health Benefit Plan Medical Mutual		
	SuperMed Garfield Plan	
Benefits	**Network**	**Non-Network Facility Charges**
Additional Services		
Allergy Testing and Treatments	$20	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Additional Services - cont'd.		
Eduation and Training	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
Prescription Drug		
Retail Program with Oral Contraceptive Coverage	SuperMedScript[8,7] Retail Program - 30 Day Supply - for the Initial filling and up to two refills of a prescription drug $10 Generic / $20 Formulary Brand / $40 Non Formulary Brand SuperMedScript[8,7] Retail Program - 30 Day Supply - after the third retail fill of a prescription drug $20 Generic / $40 Formulary Brand / $80 Non Formulary Brand	
Mail Order Program with Oral Contraceptive Coverage - 90 Day Supply	SuperMed Script[8,7] Home Delivery Program $25 Generic / $50 Formulary Brand / $100 Non Formulary Brand	

Garfield Heights Health Benefit Plan Medical Mutual		
	SuperMed Garfield Plan	
Benefits	**Network**	**Non-Network Facility Charges**
Prescription Drug Step Therapy	Yes	

Deductible expenses incurred for services by a non-authorized provider will also apply to the authorized deductible out-of-pocket limits. Deductible expenses incurred for services by an authorized provider will only apply to the authorized deductible out-of-pocket limits.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

[1]Maximum family deductible. Member deductible is the same as single deductible.

[2]The office visit copay applies to the cost of the office visit only.

[3]Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Act.

[4]Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

[5]Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

[6]SuperMed Script contains the following:

-Generic Incentive: If the physician requests a brand-name drug and a generic equivalent exists, the member pays the generic copayment PLUS the difference between the cost of the generic drug and the brand-name drug.

-Home Delivery Incentive: When a member chooses to fill a prescription a fourth time at a retail pharmacy within 180 days, the member will pay twice the normal retail copayment.

[7]Coverage includes Preventive Medications, in accordance with Federal Law. Rx Selections and Coverage Management.

Garfield Heights Health Benefit Plan Anthem		
	$250/$500 Ded Plan	
Benefits	**Network**	**Non-Network Facility Charges**
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26; Removal upon Birth Date	
Working Spouse Language	Applies to Medical & Prescription Drug	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Does Not Apply	
Blood Pint Deductible	2 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible - Single / Family[1]	$250 / $500	$500 / $1,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single / Family	$1,000 / $2,000	$4,000 / $8,000
Maximum Out-of-Pocket with Deductible and Co-Insurance	$1,250 / $2,500	$4,500 / $9,000
Maximum Out-of-Pocket Including Deductible - Single / Family per Federal Law	$9,200 / $18,400	Unlimited
Physician/Office Services		
Office Visit (Illness/Injury)[2]	$30	$50 / 70%
Specialist Office Visit[2]	$30	$50 / 70%
Urgent Care Office Visit[2]	$30	$50 / 70%
All Immunizations	100%	50% after deductible
Preventative Services		
Preventive Services, in accordance with state and federal law[3]	100%	50% after deductible
Routine Physical Exam (Age 21 and older; one exam per benefit period)[2]	100%	50% after deductible
Well Child Care Services (Birth to age 21)[2]	100%	50% after deductible
	(Including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests; 31 visits per Lifetime)	
Well Child Care Laboratory Tests (Birth to age 21)	100%	50% after deductible
Routine Mammogram (One per benefit period)	100%	50% after deductible
Routine Pap Test (One per benefit period)	100%	50% after deductible

Garfield Heights Health Benefit Plan Anthem		
	Garfield Deductible Plan	
Benefits	**Network**	**Non-Network Facility Charges**
Preventative Services		

Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Age 9 and over, one each per benefit period)	100%	50% after deductible
Routine Prostate Specific Antigen (PSA)	100%	50% after deductible
Routine Colonoscopy/Sigmoidoscopy (Age 50 and over)	100%	50% after deductible
Outpatient Services		
Surgical Services	10% after deductible	30% after deductible
Diagnostic Services	10% after deductible	30% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional	10% after deductible	30% after deductible
	(20 visits per benefit period combined with Chiropractic Therapy. Additional visits subject to medical review.)	
Chiropractic Therapy - Professional Only	10% after deductible	30% after deductible
	(20 visits per benefit period combined with Chiropractic Therapy. Additional visits subject to medical review.)	
Speech Therapy - Facility and Professional	10% after deductible	30% after deductible
	(20 visits per benefit period)	
Cardiac Rehabilitation	10% after deductible	30% after deductible
Emergency use of an Emergency Room[4]	$50.00	$50.00
Non-Emergency use of an Emergency Room[5]	10% after deductible	30% after deductible
Inpatient Facility		
Semi-Private Room and Board	10% after deductible	30% after deductible
Maternity	10% after deductible	30% after deductible
Skilled Nursing Facility	10% after deductible	30% after deductible
	(100 days per benefit period)	

Garfield Heights Health Benefit Plan Anthem

	Garfield Deductible Plan	
Benefits	**Network**	**Non-Network Facility Charges**
Additional Services		
Allergy Testing and Treatments	10% after deductible	30% after deductible
Ambulance	10% after deductible	30% after deductible
Durable Medical Equipment	10% after deductible	30% after deductible
Additional Services - cont'd.		
Education and Training	10% after deductible	50% after deductible
Home Healthcare	10% after deductible	50% after deductible
Hospice	10% after deductible	50% after deductible
Organ Transplants	10% after deductible	50% after deductible

Garfield Heights Health Benefit Plan Anthem		
	HSA Garfield Plan	
Benefits	**Network**	**Non-Network Facility Charges**
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26; Removal upon Birth Date	
Working Spouse Language	Applies to Medical & Prescription Drug	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Does Not Apply	
Blood Pint Deductible	2 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible - Single / Family[1]	$3,400 / $6,800	$7,600 / $15,200
Coinsurance	0%	50%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single / Family	$3,400 / $6,800	$7,600 / $15,200
Maximum Out-of-Pocket Including Deductible - Single / Family	$3,400 / $6,800	$15,200 / $30,400
Physician/Office Services		
Office Visit (Illness/Injury)[2]	100% after deductible	50% after deductible
Specialist Office Visit[2]	100% after deductible	50% after deductible
Urgent Care Office Visit[2]	100% after deductible	50% after deductible
All Immunizations	100%	50% after deductible
Preventative Services		
Preventive Services, in accordance with state and federal law[3]	100%	50% after deductible
Routine Physical Exam (Age 21 and older; one exam per benefit period)[2]	100%	50% after deductible
Well Child Care Services (Birth to age 21)[2]	100% (Including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests; 31 visits per Lifetime)	50% after deductible
Well Child Care Laboratory Tests (Birth to age 21)	100%	50% after deductible
Routine Mammogram (One per benefit period)	100%	50% after deductible
Routine Pap Test (One per benefit period)	100%	50% after deductible

Garfield Heights Health Benefit Plan Anthem		
	HSA Garfield Plan	
Benefits	**Network**	**Non-Network Facility Charges**
Preventative Services		

Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Age 9 and over, one each per benefit period)	100%	50% after deductible
Routine Prostate Specific Antigen (PSA)	100%	50% after deductible
Routine Colonoscopy/Sigmoidoscopy (Age 50 and over)	100%	50% after deductible
Outpatient Services		
Surgical Services	100% after deductible	50% after deductible
Diagnostic Services	100% after deductible	50% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional	100% after deductible	50% after deductible
	(20 visits per benefit period combined with Chiropractic Therapy. Additional visits subject to medical review.)	
Chiropractic Therapy - Professional Only	100% after deductible	50% after deductible
	(20 visits per benefit period combined with Chiropractic Therapy. Additional visits subject to medical review.)	
Speech Therapy - Facility and Professional	100% after deductible	50% after deductible
	(20 visits per benefit period)	
Cardiac Rehabilitation	100% after deductible	50% after deductible
Emergency use of an Emergency Room[4]	100% after deductible	50% after deductible
Non-Emergency use of an Emergency Room[5]	100% after deductible	50% after deductible
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	50% after deductible
Maternity	100% after deductible	50% after deductible
Skilled Nursing Facility	100% after deductible	50% after deductible
	(120 days per benefit period)	

Garfield Heights Health Benefit Plan HSA

	HSA Garfield Plan	
Benefits	**Network**	**Non-Network Facility Charges**
Additional Services		
Allergy Testing and Treatments	100% after deductible	50% after deductible
Ambulance	100% after deductible	50% after deductible
Durable Medical Equipment	100% after deductible	50% after deductible
Additional Services - cont'd.		
Eduation and Training	100% after deductible	50% after deductible
Home Healthcare	100% after deductible	50% after deductible
Hospice	100% after deductible	50% after deductible

Organ Transplants	100% after deductible	50% after deductible
Private Duty Nursing	100% after deductible	50% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
Prescription Drug		
Retail Program with Oral Contraceptive Coverage	Generic (Tier 1) 0% after deductible Preferred Brand & Non-Preferred Generic Drugs (Tier 2) 0% after deductible Non-Preferred Brand & Generic Drugs (Tier 3) 0% after deductible	Generic (Tier 1) 0% after deductible Preferred Brand & Non-Preferred Generic Drugs (Tier 2) 0% after deductible Non-Preferred Brand & Generic Drugs (Tier 3) 0% after deductible
Mail Order Program with Oral Contraceptive Coverage - 90 Day Supply	100% after deductible	

Garfield Heights Health Benefit Plan		
	Minimum Value Plan	
Benefits	**Network**	**Non-Network Facility Charges**
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26, Removal upon End of Month	
Working Spouse Language	Applies to Medical & Prescription Drug	
3 Month Deductible Carryover	Does Apply	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Does Not Apply	
Blood Pint Deductible	2 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible - Single / Family[1]	$6,350 / $12,700	$12,700 / $25,400
Coinsurance	100%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single / Family	$0	$1,000 / $2,000
Maximum Out-of-Pocket Including Deductible - Single / Family	$6,350 / $12,700	$13,700 / $27,400
Physician/Office Services		
Office Visit (Illness/Injury)[2]	100% after deductible	70% after deductible
Specialist Office Visit[2]	100% after deductible	70% after deductible
Urgent Care Office Visit[2]	100% after deductible	70% after deductible
All Immunizations	100%	70% after deductible
Preventative Services		
Preventive Services, in accordance with state and federal law[2]	100%	70% after deductible
Routine Physical Exam (Age 21 and older; one exam per benefit period)[2]	100%	70% after deductible
Well Child Care Services (Birth to age 21)[2]	100% (Including Exam, Routine Vision and Routine Hearing Exams and Well Child Care Immunizations)	70% after deductible
Well Child Care Laboratory Tests (Birth to age 21)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible

Garfield Heights Health Benefit Plan		
	Minimum Value Plan	
Benefits	**Network**	**Non-Network Facility Charges**
Preventative Services		
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Age 9 and over, one each per benefit period)	100%	70% after deductible
Routine Prostate Specific Antigen (PSA)	100%	70% after deductible
Routine Colonoscopy/Sigmoidoscopy (Age 50 and over)	100%	70% after deductible
Outpatient Services		
Surgical Services	100% after deductible	70% after deductible
Diagnostic Services	100% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional	100% after deductible (10 visits per benefit period, then medical review)	70% after deductible
Chiropractic Therapy - Professional Only	100% after deductible (10 visits per benefit period, then medical review)	70% after deductible
Speech Therapy - Facility and Professional	100% after deductible (10 visits per benefit period, then medical review)	70% after deductible
Cardiac Rehabilitation	100% after deductible	70% after deductible
Emergency use of an Emergency Room[4]	100% after deductible	100% after deductible
Non-Emergency use of an Emergency Room[5]	100% after deductible	70% after deductible
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	70% after deductible
Maternity	100% after deductible	70% after deductible
Skilled Nursing Facility	100% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	100% after deductible	70% after deductible
Ambulance	100% after deductible	70% after deductible
Durable Medical Equipment	100% after deductible	70% after deductible

Garfield Heights Health Benefit Plan		
	MinimumValue Plan	
Benefits	**Network**	**Non-Network Facility Charges**
Additional Services - cont'd.		
Eduation and Training	100% after deductible	70% after deductible
Home Healthcare	100% after deductible	70% after deductible
Hospice	100% after deductible	70% after deductible
Organ Transplants	100% after deductible	70% after deductible
Private Duty Nursing	100% after deductible	70% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
Prescription Drug		
Retail Program with Oral Contraceptive Coverage	[6 7] Retail Program - 30 Day Supply - for the initial filling and up to three refills of a prescription drug; $20 Generic / $45 Formulary Brand / $75 Non Formulary Brand [6 7] Retail Program - 30 Day Supply - after the third retail fill of a prescription drug; $40 Generic / $90 Formulary Brand / $150 Non Formulary Brand	
Mail Order Program with Oral Contraceptive Coverage - 90 Day Supply	[6 7] Home Delivery Program; $40 Generic / $90 Formulary Brand / $150 Non Formulary Brand	

Deductible expenses incurred for services by a non-authorized provider will also apply to the authorized deductible out-of-pocket limits. Deductible expenses incurred for services by an authorized provider will only apply to the authorized deductible out-of-pocket limits

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures

Garfield Heights Health Benefit Plan		
	MinimumValue Plan	
Benefits	Network	Non-Network Facility Charges

The document is only a partial listing of benefits. This is not a contract of insurance. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

[1]Maximum family deductible. Member deductible is the same as single deductible.

[2]The office visit copay applies to the cost of the office visit only.

[3]Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Act.

[4]Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

[5]Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

[6] Contains the following:

-Generic Incentive. If the physician requests a brand-name drug and a generic equivalent exists, the member pays the generic copayment PLUS the difference between the cost of the generic drug and the brand-name drug.

-Home Delivery Incentive. When a member chooses to fill a prescription a fourth time at a retail pharmacy within 180 days, the member will pay twice the normal retail copayment.

[7]Coverage includes Preventive Medications, in accordance with Federal Law. Rx Selections and Coverage Management.

Salary Index and Salary Schedule

Garfield Height: City School: - Teacher Salary Schedule

Effective July 1, 2021

BACHELORS		Bachelors	Bachelors + 10	Bachelors + 20	Bachelors + 30	
			1.035	1.070	1.105	
1	1.00	41945	43411	44882	46350	
2	1.04	43623	45092	46559	48027	
3	1.08	45300	46764	48237	49705	
4	1.16	48657	50125	51593	53061	
5	1.21	50754	52223	53689	55158	
6	1.25	52431	53900	55368	56835	
7	1.29	54110	55576	57045	58514	
8	1.37	57465	58933	60400	61869	
9	1.42	59562	61031	62498	63966	
10	1.46	61240	62707	64176	65644	
11	1.50	62917	64386	65854	67321	
12	1.56	65435	66903	68370	69839	
13	1.60	67112	68580	70049	71517	
14	1.64	68790	70258	71725	73195	
15	1.68	70468	71935	73404	74872	
LONGEVITY						
16	1.71	71725	73195	74663	76131	
20	1.745	73195	74663	76131	77598	
25	1.786	74914	76382	77849	79318	
29	1.834	76927	78396	79864	81332	
MASTERS		Masters	Masters + 10	Masters + 20	Masters + 30	Masters + 40
			1.035	1.070	1.105	1.140
1	1.15	48237	49705	51173	52641	54110
2	1.20	50334	51803	53271	54738	56207
3	1.25	52431	53900	55368	56835	58303
4	1.35	56626	58093	59562	61031	62498
5	1.41	59142	60610	62079	63547	65014
6	1.46	61240	62707	64176	65644	67112
7	1.51	63337	64805	66273	67742	69210
8	1.61	67532	69000	70468	71935	73404
9	1.67	70049	71517	72984	74453	75921
10	1.72	72146	73614	75081	76550	78018
11	1.77	74242	75710	77179	78646	80115
12	1.85	77598	79067	80535	82002	83471
13	1.90	79695	81164	82632	84100	85567
14	1.95	81793	83260	84729	86197	87665
15	2.00	83890	85356	86822	88295	89763
LONGEVITY						
16	2.030	85149	86616	88085	89553	91021
20	2.065	86616	88085	89553	91021	92490
25	2.106	88337	89805	91273	92740	94209
29	2.154	90350	91817	93286	94754	96222

Salary Index and Salary Schedule

Garfield Heights City Schools - Teacher Salary Schedule

Effective July 1, 2026

BACHELORS			Bachelors		Bachelors + 10		Bachelors + 20		Bachelors + 30		
					1 035		1 070		1 105		
1	1 00		42784		44281		45779		47277		
2	1 04		44495		45993		47490		48987		
3	1 08		46206		47704		49202		50700		
4	1 16		49630		51127		52625		54122		
5	1 21		51769		53268		54763		56261		
6	1 25		53480		54978		56475		57972		
7	1 29		55192		56689		58186		59684		
8	1 37		58615		60112		61608		63107		
9	1 42		60754		62251		63748		65245		
10	1 46		62465		63961		65460		66957		
11	1 50		64175		65674		67171		68668		
12	1 56		66743		68241		69737		71236		
13	1 60		68454		69951		71450		72947		
14	1 64		70166		71664		73160		74658		
15	1 68		71877		73374		74872		76370		
LONGEVITY											
16	1 71		73160		74658		76156		77653		
20	1 745		74658		76156		77653		79150		
25	1 786		76413		77910		79406		80905		
28	1 834		78465		79964		81461		82958		
MASTERS			Masters		Masters + 10		Masters + 20		Masters + 30		Masters + 40
					1 035		1 070		1 105		1 140
1	1 15		49202		50700		52196		53693		55192
2	1 20		51340		52839		54336		55833		57331
3	1 25		53480		54978		56475		57972		59469
4	1 35		57759		59255		60754		62251		63748
5	1 41		60325		61822		63321		64818		66315
6	1 46		62465		63961		65460		66957		68454
7	1 51		64604		66101		67598		69097		70594
8	1 61		68883		70380		71877		73374		74872
9	1 67		71450		72947		74443		75942		77439
10	1 72		73589		75086		76583		78081		79579
11	1 77		75727		77225		78723		80219		81718
12	1 85		79150		80648		82146		83642		85140
13	1 90		81289		82787		84285		85782		87279
14	1 95		83429		84925		86424		87921		89419
15	2 00		85568		87066		88563		90061		91558
LONGEVITY											
16	2 030		86852		88348		89847		91344		92841
20	2 065		88348		89847		91344		92841		94339
25	2 106		90103		91601		93098		94595		96093
28	2 154		92157		93653		95152		96649		98147

Appendix E

Supplemental Salary Schedule	Rate x Base BA Minimum	Negotiated 22-23 Base BA Minimum
		$39,335.00
Seasonal Events Mgrs – Athletics (HS) 3 yrs	0.04	$1,573.40
MS Coordinator of Athletics	0.20	$7,867.00
Athletic Student Activities Manager (MS)	0.11	$4,326.85
Football		
High School Head Varsity	0.18	$7,080.30
Varsity Assistants	0.14	$5,506.90
Middle School Head Coach	0.10	$3,933.50
Middle School Assistant Coach	0.09	$3,540.15
Basketball		
HS Head Girls Varsity	0.16	$6,293.60
Asst. Girls - HS (JV)	0.12	$4,720.20
Asst. Girls - HS (FR)	0.12	$4,720.20
HS Head Boys Varsity	0.16	$6,293.60
Asst. Boys - HS (JV)	0.12	$4,720.20
Asst. Boys - HS (FR)	0.12	$4,720.20
MS - 7/8 Grade Boys	0.10	$3,933.50
MS - 7/8 Grade Girls	0.10	$3,933.50
Wrestling		
High School Head Varsity	0.16	$6,293.60
Varsity Assistants	0.12	$4,720.20
Middle School Head Coach	0.10	$3,933.50
Middle School Assistant Coach	0.09	$3,540.15
Little Bulldogs	0.12	$4,720.20
Baseball (Boys)		
High School Head Varsity	0.11	$4,326.85
Assistant High School	0.08	$3,146.80
Assistant High School (JV)	0.08	$3,146.80
Assistant High School (FR)	0.08	$3,146.80
Middle School (7/8)	0.08	$3,146.80
Softball - Fast Pitch - (Girls)		
High School Head Varsity	0.11	$4,326.85
Assistant High School	0.08	$3,146.80
Middle School (7/8)	0.08	$3,146.80
Track		
High School Head Varsity	0.11	$4,326.85
Assistant High School	0.08	$3,146.80
Middle School	0.08	$3,146.80
Cross Country		
High School Head Varsity	0.11	$4,326.85
Middle School	0.07	$2,753.45
Golf		
High School Head Varsity	0.08	$3,146.80
Assistant High School	0.04	$1,573.40
Bowling		
High School Head Varsity	0.08	$3,146.80
Assistant High School	0.04	$1,573.40

Supplemental Salary Schedule	Rate x Base BA Minimum	Negotiated 22-23 Base BA Minimum
		$39,395.00
Hockey		
High School Head Coach	0.14	$5,506.90
Assistant High School	0.10	$3,933.50
Tennis		
High School Head Coach	0.08	$3,146.80
Soccer		
High School Head Coach	0.10	$3,933.50
HS Assistant	0.08	$3,146.80
Middle School Head Coach	0.08	$3,146.80
Volleyball		
High School Head Coach	0.10	$3,933.50
HS Assistant (JV)	0.08	$3,146.80
HS Assistant (FR)	0.08	$3,146.80
Middle School Head Coach	0.07	$2,753.45
Cheerleading Supervisors		
High School (Fall)	0.07	$2,753.45
High School Assistant (Fall)	0.04	$1,573.40
High School (Winter)	0.07	$2,753.45
High School Assistant (Winter)	0.04	$1,573.40
Middle School	0.08	$3,146.80
Drill Team		
High School	0.07	$2,753.45
Middle School	0.07	$2,753.45
Band Director		
High School Band	0.15	$5,900.25
High School Band Ass. Director	0.07	$2,753.45
Middle School Band	0.09	$3,540.15
Elementary School Band	0.14	$5,506.90
Vocal Music Directors		
High School Music Express Director	0.15	$5,900.25
Middle School Music Express Director	0.12	$4,720.20
Elmwood	0.05	$1,966.75
William Foster	0.05	$1,966.75
Maple Leaf	0.05	$1,966.75
Music Extension Program Instructor	0.06	$2,360.10
Dramatics		
High School	0.08	$3,146.80
Middle School	0.06	$2,360.10
Interpretive Arts	0.04	$1,573.40
Director of Theater Arts	0.14	$5,506.90
Assistant to the Director of Theater Arts	0.11	$4,326.85
High School Musical Vocal Director	0.09	$3,540.15
Pit Conductor	0.07	$2,753.45
Assistant to the Director of Theater Arts - HS Elementary	0.11	$4,326.85
Choreographer (Stipend)	$700.00	$700.00
Set Design and Construction (Stipend)	$800.00	$800.00
Costume (Stipend)	$800.00	$800.00
Technical Director (Stipend)	$1,500.00	$1,500.00

Supplemental Salary Schedule	Rate x Base BA Minimum	Negotiated 22-23 New BA Minimum
		$39,335.00
Performing Arts Center Event Manager	0.08	$3,146.80
Newspaper Advisors		
High School (less one period)	0.06	$2,360.10
Middle School	0.05	$1,966.75
IDL TEACHER (2 semesters)	0.06	$2,360.10
IDL Teacher	0.03	$1,180.05
Yearbook Advisors		
High School (less two classes)	0.06	$2,360.10
Memory Book Advisor (4 positions)	0.01	$393.35
Grade Level Lead Teachers (grades K-5)	0.07	$2,753.45
Curriculum Advocates (grades K-5) 0.03		$1,180.05
Curriculum Leaders - High School *		
Business & Computer - HS	0.05	$1,966.75
Language (Foreign) - HS	0.05	$1,966.75
English - HS	0.10	$3,933.50
Fine Arts (Art/Music) - HS	0.05	$1,966.75
Pupil Services (Guid, Psych, Sp & Hr) - HS	0.07	$2,753.45
Consumer Science & Ind. Arts - HS	0.06	$2,360.10
Health & Physical Education - HS	0.06	$2,360.10
Mathematics - HS	0.10	$3,933.50
Science - HS	0.10	$3,933.50
Social Studies - HS	0.10	$3,933.50
Tech (WECEP)	0.06	$2,360.10
Special Ed (High School)	0.10	$3,933.50
* Positions to be filled and paid only when there are equivalent of 3 or more full time teachers in the department or grade level in the bldg. MS Team Leaders perform many of these responsibilities. Responsibilities of department chairpersons and curriculum leaders are included in department supplemental job descriptions.		
TEAM LEADERS (MS) - 8 POSITIONS		
6th	0.05	$1,966.75
6th	0.05	$1,966.75
7th	0.05	$1,966.75
7th	0.05	$1,966.75
8th	0.05	$1,966.75
8th	0.05	$1,966.75
Exploratory	0.05	$1,966.75
Special Education	0.05	$1,966.75
Instructional Leaders - Middle School		
Math	0.07	$2,753.45
Language Arts	0.07	$2,753.45
Science	0.07	$2,753.45
Social Studies	0.07	$2,753.45
Special Education	0.07	$2,753.45

Supplemental Salary Schedule	Rate x Base BA Minimum	Negotiated 22-23 Base BA Minimum
		$39,335.00
PHS		
Elmwood	0.01	$1,180.05
Williams Foster	0.01	$1,180.05
Maple Leaf	0.01	$1,180.05
Middle School	0.01	$1,180.05
High School	0.01	$1,180.05
TCS Chairperson		
Elmwood	0.05	$1,966.75
Williams Foster	0.05	$1,966.75
Maple Leaf	0.05	$1,966.75
Middle School	0.05	$1,966.75
High School	0.05	$1,966.75
TCS Core Assistant		
Elmwood	0.02	$786.70
Williams Foster	0.02	$786.70
Maple Leaf	0.02	$786.70
Middle School	0.02	$786.70
High School	0.02	$786.70
Academic Team Coach	0.08	$3,146.80
Chemical OSHA - Compliance Coordinator	0.01	$1,180.05
Community School Service Coordinator	0.01	$1,180.05
Class Advisor		
Freshman Class Advisor	0.01	$1,180.05
Sophomore Class Advisor	0.01	$1,180.05
Junior Class Advisor	0.04	$1,573.40
Senior Class Advisor	0.06	$2,360.10
National Honor Society		
High School	0.04	$1,573.40
Middle School	0.02	$786.70
Teen Garden		
Teen Garden - Spring Program	0.04	$1,573.40
Teen Garden - Spring Assistant	0.02	$786.70
Teen Garden - Summer Program	0.09	$3,540.15
Teen Garden - Summer Assistant	0.04	$1,573.40
Student Senate Advisor	0.05	$1,966.75
Computer Coordinator		
William Foster School	0.04	$1,573.40
Elmwood School	0.04	$1,573.40
Maple Leaf School	0.04	$1,573.40
Middle School	0.04	$1,573.40
*(1 da mo. Release day if approved)		
Renaissance District Coordinator	0.01	$1,180.05

Supplemental Salary Schedule	Rate x Base BA Minimum	Negotiated 22-23 Base BA Minimum
		$39,335.00
Renaissance Bldg. Coordinator		
Middle School	0.02	$786.70
Elmwood	0.02	$786.70
Maple Leaf	0.02	$786.70
High School	0.02	$786.70
William Foster	0.02	$786.70
Teacher IPDC Members (6 HEA Elected)		
IPDC Chairperson (in addition to IPDC member supplement)	0.02	$786.70
High School	0.05	$1,966.75
Middle School	0.04	$1,573.40
Maple Leaf	0.03	$1,180.05
Elmwood	0.03	$1,180.05
William Foster	0.03	$1,180.05
IPDC Apprentice (Elected)		
As needed for replacement	0.015	$590.03
Summer School		
5 to 8 English Math	0.10	$3,933.50
7 & 8 English	0.10	$3,933.50
7 & 8 Science	0.10	$3,933.50
7 & 8 Social Studies	0.10	$3,933.50
7 & 8 Math	0.10	$3,933.50
9-10 English	0.10	$3,933.50
11-12 English	0.10	$3,933.50
Prof. Prep Math (1 week)	0.016	$629.36
Prof. Prep Social Studies (2 weeks)	0.033	$1,298.06
Prof. Prep Read Writing (2 weeks)	0.033	$1,298.06
Summer Guidance	0.02	$786.70
Mentor Resident Educator Program	0.03	$1,180.05
Assigned As Needed Supplementals	Hourly Rate (Rate x base BA	
Coordinator Mgr		
Playground Inhlw HS Stands (if staff assigned by prin. Or athletic coor.)	(1/945 hr	$17.70
Classroom Spot Substitutes	0009 period	$35.40
Curriculum Course of Study Writing	(01 hr	$27.55
Tutoring on Plan Time	001 period	$39.34
Tutoring or Home Instruction	(01 hr	$39.34

Supplemental Salary Schedule	Rate x Base BA Minimum	Negotiated 22-23 Base BA Minimum
		$39,335.00
PD Outside of the Workday	001 hr	$39.34
INTRAMURAL PROGRAMMING (May be modified or changed by grade level programming.) Per Qtr = 0.04	(Qtrs)	$1,573.40
Ski Club (6-12) (2nd -Q)	2	$3,146.80
Weight Lifting (6-7-8) (1st -Q)	1	$1,573.40
Weight Lifting (6-7-8) (2nd -Q)	1	$1,573.40
Weight Lifting (6-7-8) (3rd -Q)	1	$1,573.40
Weight Lifting (6-7-8) (4th -Q)	1	$1,573.40
Weight Lifting (9-12) (1st -Q)	1	$1,573.40
Weight Lifting (9-12) (2nd -Q)	1	$1,573.40
Weight Lifting (9-12) (3rd -Q)	1	$1,573.40
Weight Lifting (9-12) (4th -Q)	1	$1,573.40
Boy's Girls BB (4-5) (2nd -Q)	1	$1,573.40
Boy's Girls BB (6-7-8) (2nd -Q)	1	$1,573.40
Girls FP SB (4-5) (1st -Q)	1	$1,573.40
Girls FP SB (6-7-8) (1st -Q)	1	$1,573.40
Girls VB (4-5) (4th -Q)	1	$1,573.40
Girls VB (6-7-8) (3th -Q)	1	$1,573.40
Boy's Floor Hockey (4-5) (3rd -Q)	1	$1,573.40
Boy's Floor Hockey (6-7-8) (2nd -Q)	1	$1,573.40
Bowling (co-ed) (6-7-8) (1st 2nd -Q)	2	$3,146.80
Instrumental Electives (6-7-8) (4th -Q)	1	$1,573.40
Instrumental Electives (9-12) (1st -Q)	1	$1,573.40
Instrumental Electives (9-12) (4th -Q)	1	$1,573.40
Seven Elementary Intramurals Supervisors		
Elmwood (2 Qtrs.)	1	$1,573.40
William Foster (2 Qtrs.)	1	$1,573.40
Maple Leaf (2 Qtrs.)	1	$1,573.40

Supplemental Salary Schedule	Rate x Base BA Minimum		Negotiated 26-27 Base BA Minimum
			$42,784.00
Seasonal Events Mgrs - Athletics (HS)(3 on year)	0.04		$1,711.36
MS Coordinator of Athletics	0.20		$8,556.80
Athletic/Student Activities Manager (MS)	0.11		$4,706.24
Football			
High School Head Varsity	0.18		$7,701.12
Varsity Assistants	0.14		$5,989.76
Middle School Head Coach	0.10		$4,278.40
Middle School Assistant Coach	0.09		$3,850.56
Basketball			
HS Head Girls Varsity	0.16		$6,845.44
Asst. Girls - HS (JV)	0.12		$5,134.08
Asst. Girls - HS (FR)	0.12		$5,134.08
HS Head Boys Varsity	0.16		$6,845.44
Asst. Boys - HS (JV)	0.12		$5,134.08
Asst. Boys - HS (FR)	0.12		$5,134.08
MS - 7/8 Grade Boys	0.10		$4,278.40
MS - 7/8 Grade Girls	0.10		$4,278.40
Wrestling			
High School Head Varsity	0.16		$6,845.44
Varsity Assistants	0.12		$5,134.08
Middle School Head Coach	0.10		$4,278.40
Middle School Assistant Coach	0.09		$3,850.56
Little Bulldogs	0.12		$5,134.08
Baseball (Boys)			
High School Head Varsity	0.11		$4,706.24
Assistant High School	0.08		$3,422.72
Assistant High School (JV)	0.08		$3,422.72
Assistant High School (FR)	0.08		$3,422.72
Middle School (7/8)	0.08		$3,422.72
Softball <Fast Pitch> (Girls)			
High School Head Varsity	0.11		$4,706.24
Assistant High School	0.08		$3,422.72
Middle School (7/8)	0.08		$3,422.72
Track			
High School Head Varsity	0.11		$4,706.24
Assistant High School	0.08		$3,422.72

Middle School	0.08		$3,422.72
Cross Country			
High School Head Varsity	0.11		$4,706.24
Middle School	0.07		$2,994.88
Golf			
High School Head Varsity	0.08		$3,422.72
Assistant High School	0.04		$1,711.36
Bowling			
High School Head Varsity	0.08		$3,422.72
Assistant High School	0.04		$1,711.36
Hockey			
High School Head Coach	0.14		$5,989.76
Assistant High School	0.10		$4,278.40
Tennis			
High School Head Coach	0.08		$3,422.72
Soccer			
High School Head Coach	0.10		$4,278.40
HS Assistant	0.08		$3,422.72
Middle School Head Coach	0.08		$3,422.72
Volleyball			
High School Head Coach	0.10		$4,278.40
HS Assistant (JV)	0.08		$3,422.72
HS Assistant (FR)	0.08		$3,422.72
Middle School Head Coach	0.07		$2,994.88
Cheerleading Supervisors			
High School (Fall)	0.07		$2,994.88
High School Assistant (Fall)	0.04		$1,711.36
High School (Winter)	0.07		$2,994.88
High School Assistant (Winter)	0.04		$1,711.36
Middle School	0.08		$3,422.72
Drill Team			
High School	0.07		$2,994.88
Middle School	0.07		$2,994.88
Band Director			
High School Band	0.15		$6,417.60
High School Band Asst. Director	0.07		$2,994.88
Middle School Band	0.09		$3,850.56
Elementary School Band	0.14		$5,989.76
Vocal Music Directors			

High School/Music Express Director	0.15		$6,417.60
Middle School/Music Express Director	0.12		$5,134.08
Elmwood	0.05		$2,139.20
William Foster	0.05		$2,139.20
Maple Leaf	0.05		$2,139.20
Music Extension Program Instructor	0.06		$2,567.04
Dramatics			
High School	0.08		$3,422.72
Middle School	0.06		$2,567.04
Interpretive Arts	0.04		$1,711.36
Director of Theater Arts	0.14		$5,989.76
Assistant to the Director of Theater Arts	0.11		$4,706.24
High School Musical Vocal Director	0.09		$3,850.56
Pit Conductor	0.07		$2,994.88
Assistant to the Director of Theater Arts - HS/Elementary	0.11		$4,706.24
Choreographer (Stipend)	$700.00		$700.00
Set Design and Construction (Stipend)	$800.00		$800.00
Costume (Stipend)	$800.00		$800.00
Technical Director (Stipend)	$1,500.00		$1,500.00
Performing Arts Center Event Manager	0.08		$3,422.72
Newspaper Advisory			
High School (less one period)	0.06		$2,567.04
Middle School	0.05		$2,139.20
IDL TEACHER (2 semesters)	0.06		$2,567.04
IDL Teacher	0.03		$1,283.52
Yearbook Advisors			
High School (less two classes)	0.06		$2,567.04
Memory Book Advisor (4 positions)	0.01		$427.84
Grade Level Lead Teachers (grades K-5)	0.07		$2,994.88
Curriculum Advocates (grades K-5) 0.03	0.03		$1,283.52
Curriculum Leaders - High School •			
Business & Computer - HS	0.05		$2,139.20
Language (Foreign) - HS	0.05		$2,139.20
English - HS	0.10		$4,278.40
Fine Arts (Art-Music) - HS	0.05		$2,139.20
Pupil Services (Guid, Psych, Sp & Hr) - HS	0.07		$2,994.88
Consumer Science & Ind. Arts - HS	0.06		$2,567.04
Health & Physical Education - HS	0.06		$2,567.04
Mathematics - HS	0.10		$4,278.40
Science - HS	0.10		$4,278.40
Social Studies - HS	0.10		$4,278.40
Yo Ed (WECEP)	0.06		$2,567.04

Special Ed (High School)	0.10		$4,278.40
* Positions to be filled and paid only when there are equivalent of 3 or more full time teachers in the department or grade level, in the bldg. MS Team Leaders perform many of these responsibilities. Responsibilities of department chairpersons and curriculum leaders are included in department supplemental job descriptions.			
TEAM LEADERS (MS) - 8 POSITIONS			
6th	0.05		$2,139.20
6th	0.05		$2,139.20
7th	0.05		$2,139.20
7th	0.05		$2,139.20
8th	0.05		$2,139.20
8th	0.05		$2,139.20
Exploratory	0.05		$2,139.20
Special Education	0.05		$2,139.20
Instructional Leaders - Middle School			
Math	0.07		$2,994.88
Language Arts	0.07		$2,994.88
Science	0.07		$2,994.88
Social Studies	0.07		$2,994.88
Special Education	0.07		$2,994.88
PBIS			
Elmwood	0.03		$1,283.52
Williams Foster	0.03		$1,283.52
Maple Leaf	0.03		$1,283.52

Middle School	0.03		$1,283.52
High School	0.03		$1,283.52
TCS Chairperson			
Elmwood	0.05		$2,139.20
Williams Foster	0.05		$2,139.20
Maple Leaf	0.05		$2,139.20
Middle School	0.05		$2,139.20
High School	0.05		$2,139.20
TCS Core Assistant			
Elmwood	0.02		$855.68
Williams Foster	0.02		$855.68
Maple Leaf	0.02		$855.68
Middle School	0.02		$855.68
High School	0.02		$855.68
Academic Team Coach	0.08		$3,422.72
Chemical- OSHA - Compliance Coordinator	0.03		$1,283.52
Community/School Service Coordinator	0.03		$1,283.52
Class Advisor			
Freshman Class Advisor	0.03		$1,283.52
Sophomore Class Advisor	0.03		$1,283.52
Junior Class Advisor	0.04		$1,711.36
Senior Class Advisor	0.06		$2,567.04
National Honor Society			
High School	0.04		$1,711.36
Middle School	0.02		$855.68
Tract Garden			
Tract Garden - Spring Program	0.04		$1,711.36
Tract Garden - Spring Assistant	0.02		$855.68
Tract Garden - Summer Program	0.09		$3,850.56
Tract Garden - Summer Assistant	0.04		$1,711.36
Student Senate Advisor	0.05		$2,139.20
Computer Coordinator			
William Foster School	0.04		$1,711.36
Elmwood School	0.04		$1,711.36
Maple Leaf School	0.04		$1,711.36
Middle School	0.04		$1,711.36
*(1 da./mo. Release day if approved.)			
Renaissance District Coordinator	0.03		$1,283.52

Renaissance Bldg. Coordinator			
Middle School	0.02		$855.68
Elmwood	0.02		$855.68
Maple Leaf	0.02		$855.68
High School	0.02		$855.68
William Foster	0.02		$855.68
Teacher LPDC Members (GHTA Elected)			
	0.02		$855.68
LPDC Chairperson (in addition to LPDC member supplement)			
High School	0.05		$2,139.20
Middle School	0.04		$1,711.36
Maple Leaf	0.03		$1,283.52
Elmwood	0.03		$1,283.52
William Foster	0.03		$1,283.52
LPDC Apprentice (Elected)			
As needed for replacement	0.015		$641.76
Summer School			
5/6 English/Math	0.10		$4,278.40
7/8 English	0.10		$4,278.40
7/8 Science	0.10		$4,278.40
7/8 Social Studies	0.10		$4,278.40
7/8 Math	0.10		$4,278.40
9/10 English	0.10		$4,278.40
11/12 English	0.10		$4,278.40
Prof. Prep Math (1 week)	0.016		$684.54
Prof. Prep Social Studies (2 weeks)	0.033		$1,411.87
Prof. Prep Read/Writing (2 weeks)	0.033		$1,411.87
Summer Guidance	0.02		$855.68
Mentor Resident Educator Program	0.03		$1,283.52
Assigned As Needed Supplementals	**Hourly Rate (Rate x base BA minimum)**		
Concession Mgr			

Blaugrund Field or HS Stands (if staff assigned by princ. Or athletic coor.)	.00045/hr		$19.25
Classroom Spot Substitutes	.0009/period		$38.51
Curriculum/Course of Study Writing	.001/hr		$42.78
Tutoring on Plan Time	.001/period		$42.78
Tutoring or Home Instruction	.001/hr		$42.78
PD Outside of the Workday	.001/hr		$42.78
INTRAMURAL PROGRAMMING (May be modified or changed by grade level programming.) Per Qtr =0.04	Qtr (s)		$1,711.36
Ski Club (6-12) (2nd- Q)	2		$3,422.72
Weight Lifting (6-7-8) (1st -Q)	1		$1,711.36
Weight Lifting (6-7-8) (2nd -Q)	1		$1,711.36
Weight Lifting (6-7-8) (3rd -Q)	1		$1,711.36
Weight Lifting (6-7-8) (4th -Q)	1		$1,711.36
Weight Lifting (9-12) (1st -Q)	1		$1,711.36
Weight Lifting (9-12) (2nd -Q)	1		$1,711.36
Weight Lifting (9-12) (3rd -Q)	1		$1,711.36
Weight Lifting (9-12) (4th -Q)	1		$1,711.36
Boy's/Girl's BB (4-5) (2nd -Q)	1		$1,711.36

Boy's/Girl's BB (6-7-8) (2nd -Q)	1		$1,711.36
Girl's FP SB (4-5) (1st -Q)	1		$1,711.36
Girl's FP SB (6-7-8) (1st -Q)	1		$1,711.36
Girl's VB (4-5) (4th -Q)	1		$1,711.36
Girl's VB (6-7-8) (4th -Q)	1		$1,711.36
Boy's Floor Hockey (4-5) (3rd -Q)	1		$1,711.36
Boy's Floor Hockey (6-7-8) (2nd -Q)	1		$1,711.36
Bowling (co-ed) (6-7-8) (1st/2nd -Q)	2		$3,422.72
Intramural Electives (6-7-8) (4th -Q)	1		$1,711.36
Intramural Electives (9-12) (1st -Q)	1		$1,711.36
Intramural Electives (9-12) (4th -Q)	1		$1,711.36
Noon Elementary Intramurals Supervisors			
Elmwood (2 Qtrs)	1		$1,711.36
William Foster (2 Qtrs.)	1		$1,711.36
Maple Leaf (2 Qtrs)	1		$1,711.36

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 22nd day of April, 2017, by and between the Garfield Heights City Schools Board of Education ("Board" or "School District") and the Garfield Heights Teachers Association ("Union").

WHEREAS, on or about December 27, 2016, the Board entered into a contract with Cleveland Clinic Wellness Enterprise, LLC, to provide its Lifestyle Employee Assistance Program Services ("EAP Services Program") on a pilot-basis to a specified group of Board employees;

WHEREAS, the School District met with the Union and agreed during negotiations over a successor labor contract, that the School District allow the Union's bargaining unit members who are employees of the School District, the opportunity to participate in the pilot EAP Services Program, as provided for in the December, 2016, services agreement between the Cleveland Clinic Wellness Enterprise, LLC and the Board; and,

WHEREAS, the Union and Board desire to provide Union bargaining unit members who are employees of the School District the opportunity to participate in the pilot EAP Services Program, as provided for in the December, 2016, services agreement between the Cleveland Clinic Wellness Enterprise, LLC and the Board.

NOW THEREFORE, the Union and the Board agree as follows:

1. Upon execution of this Agreement, the School District will take immediate steps to notify Cleveland Clinic Wellness Enterprise, LLC, that the Union's bargaining unit members who are employees of the School District shall be included as "Covered Employees" for purposes of implementation of the EAP Services Program as set forth in the December, 2016, services agreement between the Cleveland Clinic Wellness Enterprise, LLC and the Board.

2. The Board and Union representatives agree to coordinate efforts to work with Cleveland Clinic Wellness Enterprise, LLC so that an EAP Services Program orientation session(s), literature and/or materials are available to the Union's bargaining unit members.

3. The Union agrees not to grieve the School District's decision to make a management referral of an individual, who is a member of the Union's bargaining unit, to the EAP Services Program. It is understood this paragraph applies to circumstances where the individual is referred to the EAP Services Program on a voluntary basis or where the Union and Board mutually agree upon the management referral as part of a disciplinary plan of assistance.

4. The Board and Union agree that this MOU is made on a non-precedent setting basis and shall be attached as an appendix to the labor contract.

FOR THE BOARD:

By: _____

Its: Superintendent

Date: 4/22/17

11:34

FOR THE UNION:

By: _____

Its: President

Date: 4/22/17

11:34

Appendix G
New TBT Schedule Per Negotiated Agreement

William Foster	Preschool TBTs- Will remain the same, 3:00 pm on Tuesday First Grade- (STEM and Library)-Tuesday 3:15-3:55 Kindergarten- (PE)-Wednesday 3:15-3:55
Elmwood	Second Grade (STEM)- Monday 3:10-3:45 Third Grade (PE and Art)-Thursday 3:10-3:45
Maple Leaf	ELA- Mondays 2:55-3:35 Encore- Tuesday- 2:55-3:35 Science- Wednesdays 2:55-3:35 Math- Thursdays 2:55-3:35
MS	1st period: all 6th grade teachers 2nd period: all 7th grade teachers 3rd period: all 8th grade teachers *On Wednesdays, teachers will not be responsible for lunch/intervention duty. Instead, they will get their plan: 4th period (6th grade), 5th period (7th grade), and 6th period (8th grade).
HS	ELA/SS- Tuesday 2:30-3:10 (Art, Music, Drama, Choir, Foreign Language) Math/Science- Wednesday 2:30-3:10 (Gym, Business, Health, Tech) *Staff leave 10 minutes early each Friday for the weekly TBT overage